

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 8, 2018
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF OCTOBER 11, 2018 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **ACCEPTANCE OF FY 2018 FINANCIAL STATEMENTS** – *Lisa Lumbard, Chief Financial Officer, Daniel O'Keefe, Moore Stephens Lovelace, P.A. and Joel Knopp, Moore Stephens Lovelace, P.A.* (action item)
2. **APPROVAL OF CONTRACT AWARD FOR ROAD RANGER SAFETY SERVICE PATROL TO AUTOBASE, INC., CONTRACT NO. 001437** – *Brad Osterhaus, Senior Roadway Inspector* (action item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 11, 2018

Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Board 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
Mayor Teresa Jacobs, Orange County
Commissioner Sean Parks, Lake County
Commissioner Jennifer Thompson, Orange County

Board Members Appearing by Phone:

S. Michael Scheeringa, Gubernatorial Appointment

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 Chairman Hawkins.

B. PUBLIC COMMENT

There were no public comments.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve the September 13, 2018 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) members present voting AYE by voice vote and one (1) member, Mr Scheeringa voting AYE telephonically.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ADMINISTRATIVE SERVICES

1. Authorization to Execute Cooperative Purchase Agreement with Southern Strategy Group, LLC for State and Local Advocacy Support Services, Contract No. 001481 (Agreement Value: not-to-exceed \$79,200.00)

CONSTRUCTION

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

| | |
|---|----------------|
| a. Project 599-632 Traffic Control Products | \$ 850.00 |
| b. Project 408-127 The Lane Construction Corp. | (\$ 85,053.72) |
| c. Project 599-546 Traffic Control Devices, Inc. | \$ 8,047.70 |
| d. Project 528-145 Masci General Contractor, Inc. | (\$ 97,516.31) |
| e. Project 599-413 Ricker Duley Construction | \$ 26,913.60 |
| f. Project 429-654D Southland Construction, Inc. | \$ 211,400.14 |
3. Approval of Contract Award to Ardaman & Associates, Inc. and Terracon Consultants, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract Nos. 001434 and 001435 (Agreement Value: not-to-exceed \$2.5 million each)

ENGINEERING

4. Authorization to Advertise for Construction Bids for SR 408 West Bound Exit to Old Winter Garden Road Traffic Signals, Project 599-156, Contract No. 001478
5. Authorization for the Executive Director to Execute a Joint Participation Agreement with the Orange County Board of County Commissioners for SR 429 New Independence Parkway Interchange Improvements & Traffic Signals, Project 492-158, Contract No. 001479

HUMAN RESOURCES

6. Approval of Revised Performance Based Pay Policy and Resolution

LEGAL

7. Authorization to Participate in Settlement Pursuant to Claims Administrator's Notice of Proposed Settlement of Class Action Regarding ISDAFix Instruments
8. Authorization to Execute Quit Claim Bill of Sale to Suburban Land Reserve to Convey any Interest in Water and Reclaimed Water System Improvements Constructed by CFX as Part of Innovation Way Phase I

PROCUREMENT

9. Approval of Revised Procurement Policy, Procurement Procedures Manual and Resolution

RECORDS MANAGEMENT

10. Approval of Records & Information Management Electronic Communications Policy and Resolution

TOLL OPERATIONS/TECHNOLOGY

11. Authorization to Advertise for Invitation to Bid for High Definition Closed Circuit Television Cameras, Project 599-528, Contract No. 001480
12. Approval of Stanley Consultants, Inc. as a Subconsultant for the General Systems Consultant Services Contract with AECOM Technical Services, Inc., Contract No. 001215
13. Authorization for the Executive Director to Execute Memoranda of Understanding with the Florida Department of Highway Safety and Motor Vehicles for Driver License and/or Motor Vehicle Data Exchange

A motion was made by Mayor Dyer and seconded by Commissioner Thompson to approve the Consent Agenda as presented. The motion carried unanimously with nine (9) members present voting AYE by voice vote and one (1) member, Mr Scheeringa voting AYE telephonically.

E. REPORTS

1. CHAIRMAN'S REPORT

- The Chairman thanked staff for joining the regional transportation partners at Discover Osceola a couple of weeks ago. Events like these help local residents get answers to questions and better understand the variety of choices they have for travel in and around Central Florida.

- He extended an invitation to CFX's first "Future of Transportation Summit" hosted in partnership with TEAMFL and Lake County.

2. TREASURER'S REPORT

Commissioner Carey reported total revenues for May were \$39,863,550, which is 6% above projections and 7.4% above prior year. CFX's total revenues were \$41.2 million for the month.

Total OM&A expenses were \$3.6 million for the month and \$6 million year-to-date, which is 21.3% under budget.

After debt service, the total net revenue available for projects was \$23.5 million for August and \$47 million year-to-date. CFX's projected year-end senior lien debt service ratio is 2.43, which is above CFX's budgeted ratio of 2.40.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, she expanded on the following:

- CFX's 3rd Annual Chili Cook-off; and
- CFX, TEAMFL and Lake County's "The Future of Transportation Summit."

F. REGULAR AGENDA ITEMS

1. APPROVAL OF THE TWENTY-FOURTH SUPPLEMENTAL REVENUE BOND RESOLUTION AND SUPPORTING DOCUMENTS FOR THE ISSUANCE OF THE 2018 SENIOR LIEN REVENUE BONDS

Lisa Lumbard, Chief Financial Officer presented the Twenty-Fourth Supplemental Review Bond Resolution for approval.

A motion was made by Mr. Madara and seconded by Commissioner Carey for approval of the Twenty-Fourth Supplemental Revenue Bond Resolution authorizing the issuance of up to \$250,000,000 of Senior Lien Revenue Bonds Series 2018 and authorizing the forms of certain documents and agreements related to the Series 2018 bonds.

2. CONSTRUCTION UPDATE

Ben Dreiling, Director of Construction and Jack Burch, Resident Engineer, provided the Board with an update on current CFX construction projects.

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

G. BOARD MEMBER COMMENT

The following Board members provided comments:

- Commissioner Sean Parks

H. ADJOURNMENT

Chairman Hawkins adjourned the meeting at 9:23 a.m.

Commissioner 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 the CFX Records & Information Management Program Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, PublicRecords@CFXway.com, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings are available at the CFX website, www.CFXway.com.

D.

Consent Agenda

CONSENT AGENDA November 8, 2018

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 408-128 The Lane Construction Corp. \$ 563,571.52
 - b. Project 408-127 The Lane Construction Corp. \$ 26,681.93
 - c. Project 253G SEMA Construction, Inc. \$ 40,726.53
 - d. Project 599-126 SEMA Construction, Inc. \$ 272,322.56
2. Approval of First Contract Renewal with Metric Engineering, Inc. for Construction Engineering and Inspection Services, Contract No. 001158 (Agreement Value: \$1,700,000.00)
3. Approval of First Contract Renewal with Greenman-Pedersen, Inc. for Surface Preparation and Painting Consultant Services, Contract No. 001172 (Agreement Value: \$300,000.00)

ENGINEERING

4. Approval of Contract Award to Parsons Transportation Group, Inc. for Design Consultant Services for the SR 429 Widening from Florida's Turnpike to West Road, Project 429-152, Contract No. 001395 (Agreement Value: not-to-exceed \$6,750,000.00)
5. Approval of Supplement Agreement No. 1 with Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145 (Agreement Value: \$8,345,000.00)

INTERNAL AUDIT

6. Acceptance of the following Internal Audit Reports:
 - a. Fiscal 2018 Physical Security Assessment
 - b. Fiscal 2018 Penetration Testing
 - c. Prior Audit Recommendations Follow-Up

LEGAL

7. Approval of Amendment to Reciprocal Access and Utility Easement Agreement for the SR 528 Multi-Modal Corridor, Project 1240, Parcel 109
8. Approval of Developer's Agreement with the City of Apopka and Replat Project 429-202, Parcel Stanton Ridge Subdivision

9. Approval of the Limited Access Line Relocation Agreement and Resolution Authorizing the Establishment and Partial Release of the Limited Access Lines and Sale, Project 455, Parcel 45-502 (Partial)

TOLL OPERATIONS/TECHNOLOGY

10. Approval of Purchase Order to Temple, Inc. for Field Ethernet Switch Equipment, Project 599-542 (Agreement Value: \$154,630.00)
11. Approval of Purchase Order to iS5 Communications, Inc. for iS5 Terminal Servers, Project 599-550 (Agreement Value: \$113,800.00)
12. Approval of Purchase Order to SHI, Inc. for Microsoft Software Annual Licensing and Services (Agreement Value: not-to-exceed \$180,000.00)

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: October 22, 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 (\$) November 2018 | Total Amount (\$) to Date* | Time Increase or Decrease |
|-------------|-----------------------------|--|-------------------------------|--------------------------------------|------------------------------|----------------------------|---------------------------|
| 408-128 | The Lane Construction Corp. | SR 408 Widening, SR 417 to Alafaya Trail | \$ 76,299,999.00 | \$ 436,691.41 | \$ 563,571.52 | \$ 77,300,261.93 | 0 |
| 408-127 | The Lane Construction Corp. | SR 408 Widening, Hiawassee Rd. to Good Homes Rd. | \$ 23,569,000.00 | \$ 938,661.37 | \$ 26,681.93 | \$ 24,534,343.30 | 0 |
| 253G | SEMA Construction, Inc. | SR 408/SR 417 Interchange Improvements Phase II | \$ 63,700,000.00 | \$ 2,846,440.01 | \$ 40,726.53 | \$ 66,587,166.54 | 0 |
| 599-126 | SEMA Construction, Inc. | SR 417 SB to SR 528 WB Ramp Realignment | \$ 8,370,000.00 | \$ 436,906.16 | \$ 272,322.56 | \$ 9,079,228.72 | 0 |
| TOTAL | | | | | \$ 903,302.54 | | |

* Includes Requested Amount for this current month.

Reviewed By: _____
Joseph A. Berenis, P.E., Chief of Infrastructure

Project 408-128: SR 408 Widening, SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-1118-03

Sign Coordination with Project 253G

The scope of work was coordinated between projects 253G and 408-128. The adjustments reduced the scope of work on this project given overlapping work between the two projects.

DECREASE THE FOLLOWING ITEMS:

| | | |
|--|----|-------------|
| Multi-Post Sign, F&I, Ground Mount, 101-200 SF | \$ | (8,100.00) |
| Multi-Post Sign, Remove | \$ | (589.00) |
| Sign Panel, F&I, Overhead, 401-500 SF | \$ | (15,000.00) |
| Sign Panels, Remove, 101-200 SF | \$ | (2,720.00) |
| Sign Panels, Overlay, 301+ SF | \$ | (7,000.00) |
| Luminaire, F&I, Sign, Sign Mount | \$ | (21,440.00) |
| | \$ | (54,849.00) |

Offsite Drainage, Sta. 326 Lt. (Oberry Hoover Rd.)

Stormwater from Oberry Hoover Rd. drained toward the project right-of-way. The Engineer of Record provided a revision to account for this existing drainage condition.

INCREASE THE FOLLOWING ITEMS:

| | | |
|--|----|-----------|
| Embankment | \$ | 8,704.00 |
| 88, 74 Inlets, Dt Bot, Type D, <10 | \$ | 2,880.00 |
| Manholes, P-8, <10' | \$ | 6,640.00 |
| Manholes, J-8, <10' | \$ | 4,270.00 |
| Pipe Culvert, Wall Pipe, Round, 18" S/CD | \$ | 8,448.00 |
| Pipe Culvert, RCP, Round, 24" S/CD | \$ | 39,931.00 |
| Mitered End Section, Optional RD, 24" CD | \$ | 3,140.00 |
| Fencing, Type B, 5.1-6.0' | \$ | 7,540.00 |
| | \$ | 81,553.00 |

DECREASE THE FOLLOWING ITEMS:

| | | |
|-------------------------------------|----|------------|
| Regular Excavation | \$ | (99.75) |
| Inlets, Dt Bot, Type B, J Bot, <10' | \$ | (6,500.00) |
| Pipe Culvert, RCP, Round, 36" S/CD | \$ | (220.00) |
| | \$ | (6,819.75) |

Subtotal: RFI 041: Offsite Drainage, Sta. 326 Lt. (Oberry Hoover Rd.) \$ 74,733.25

Drainage Structure S-169B, Plan Quantity Adjustment

The Contract did not include payment for a drainage structure shown in the plans. This change will increase the quantity of the existing pay item to provide payment for this proposed structure.

INCREASE THE FOLLOWING ITEMS:

| | | |
|---------------------|----|-----------|
| Manholes, J-8, >10' | \$ | 12,000.00 |
|---------------------|----|-----------|

Ground Mount Sign Aesthetics

Signs that were to be painted per the plans will be replaced with unpainted signs to match existing aesthetics in this area.

ADD THE FOLLOWING ITEM:

| | | |
|---|----|-----------|
| Salvage Black Ground Mount Signs Installed, Phase 2 | \$ | 16,945.20 |
|---|----|-----------|

Cast-In-Place Wall Proposed Modifications

A Cast-in-Place Wall was revised by the Engineer of Record to be consistent with all other walls on the SR 408 system and address long term maintenance concerns.

ADD THE FOLLOWING ITEM:

| | | |
|--|----|-----------|
| Plan Revision 2 - Cast-In-Place Wall Additional Work | \$ | 78,105.09 |
|--|----|-----------|

INCREASE THE FOLLOWING ITEMS:

| | | |
|---|----|------------|
| Embankment | \$ | 23,170.00 |
| Class IV Concrete, CIP Retaining Walls | \$ | 316,710.00 |
| Reinforcing Steel, Retaining Walls | \$ | 33,311.75 |
| Inlets, Dt Bot, Type C, >10' Modify | \$ | 7,600.00 |
| Pipe Culvert, Steel Casing Round, J&B 24" | \$ | 1,665.00 |
| Retaining Wall System, Permanent, Excluding Barrier | \$ | 692.50 |
| Fencing, Type B, 0-5' Ht. w/ Vinyl Coating | \$ | 6,617.20 |
| Fence Gate, Type B, Single, 0-6' Opening | \$ | 385.00 |
| Performance Turf Sod | \$ | 5,890.00 |
| | \$ | 396,041.45 |

DECREASE THE FOLLOWING ITEMS:

| | | |
|----------------------------|----|------------|
| Regular Excavation | \$ | (3,722.25) |
| Concrete Class I, Endwalls | \$ | (950.00) |
| | \$ | (4,672.25) |

| | | |
|--|----|------------|
| Subtotal: RFI 122: CIP Wall 05 Proposed Modifications (CO 045) | \$ | 469,474.29 |
|--|----|------------|

Existing FON Adjustment NW01 & NW03 - Utility Locates NW01-03 (CO 010)

The following conflicts with the FON and proposed construction were discovered:

- Noise Wall 01 – Existing FON and Utility (Sprint) were in conflict with NW-01.
- Noise Walls 02A & 02E – Existing FON location differed from plan location and the facility was entangled within roots of trees to be cleared to construct wall.
- Noise Wall 03 – Existing FON in conflict with NW-03.

Additional work was required of the Contractor to ascertain the extent of described conditions in order to develop a resolution. The above conditions at Walls 01 and 03 were resolved by adjusting the location of the existing facility. The existing conditions discovered at Walls 02A & 02E were utilized to prepare Plan Revision 1.

ADD THE FOLLOWING ITEM:

| | | |
|---|----|-----------|
| Existing FON Adj. at NW01 & 03 Utility Fiber Optic Locate NW01-03 | \$ | 45,267.78 |
|---|----|-----------|

TOTAL AMOUNT FOR PROJECT 408-128

\$ 563,571.52

Project 408-127: SR 408 Widening, Hiawassee Rd. to Good Homes Rd.
The Lane Construction Corp.
SA 408-127-1118-10

Adjustments to Final Quantities for Completed Contract Items

Adjust the following contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

INCREASE THE FOLLOWING ITEMS:

| | | |
|---|----|-----------|
| Milling Existing Asphalt Pavement, 2.75" Avg. Depth | \$ | 1.41 |
| Asphaltic Friction Course, FC-5, PG 76-22, PMA | \$ | 29,484.00 |
| Miscellaneous Asphalt Pavement | \$ | 12,823.65 |
| Shoulder Gutter Concrete | \$ | 2.00 |
| Concrete Sidewalk, 4" | \$ | 13.60 |
| Concrete Slope Pavement, Non-Reinforced, 3" | \$ | 4.25 |
| Guardrail, Roadway | \$ | 772.50 |
| Guardrail, Roadway Double Face | \$ | 2.15 |
| Guardrail, Rubrail | \$ | 1.15 |
| Guardrail, Removal | \$ | 37.50 |
| Thermoplastic, Standard, White, 6", Solid | \$ | 110.63 |
| Thermoplastic, Standard, White, 24", Solid | \$ | 2,759.75 |
| Thermoplastic, Standard, White, Message | \$ | 420.00 |
| Thermoplastic, Standard, Yellow, 6", Solid | \$ | 203.31 |
| Thermoplastic, Standard, Yellow, 18", Solid | \$ | 420.00 |
| Thermoplastic, Preformed, White, Message | \$ | 350.00 |
| Thermoplastic, Preformed, White, Arrows | \$ | 720.00 |
| Preformed Tape, High Performance, White, Solid, 6" | \$ | 1,400.00 |
| Preformed Tape, High Performance, White, Solid, 8" | \$ | 5,940.00 |
| Preformed Tape, High Performance, White, Skip, 12", 3'-12' | \$ | 1,417.50 |
| Preformed Tape, High Performance, White/Black Contrast, Solid, 15" | \$ | 1,615.00 |
| Preformed Tape, High Performance, White/Black Contrast, Skip, 12", 3'-3'-9' | \$ | 5,336.00 |
| | \$ | 63,834.40 |

DECREASE THE FOLLOWING ITEMS:

| | | |
|--|----|------------|
| Milling Existing Asphalt Pavement, 1" Depth | \$ | (2.00) |
| Milling Existing Asphalt Pavement, 2.75" Depth | \$ | (0.44) |
| 12 SM Fiber Optic Cable, Repull | \$ | (812.21) |
| 6 SM Fiber Optic Cable, Remove | \$ | (30.00) |
| Fiber Optic Cable, 72 Strand Fiber, F&I | \$ | (9,374.14) |
| Fiber Optic Splice Enclosure, 72 Splice, F&I | \$ | (7,688.58) |
| Retroreflective Pavement Markings | \$ | (840.85) |
| Single Post Sign, F&I, Bridge Mount, Index 11870, 30+ SF | \$ | (4,300.00) |

| | |
|---|----------------|
| Thermoplastic, Standard, White, 12", Solid | \$ (1,503.00) |
| Preformed Tape, High Performance, White, Solid, 12" | \$ (1,185.35) |
| Preformed Tape, High Performance, White, Solid, 18" | \$ (2,759.45) |
| Preformed Tape, High Performance, Yellow, Solid, 6" | \$ (11,160.00) |
| Preformed Tape, High Performance, White/Black Contrast, Solid, 9" | \$ (22,886.40) |
| Preformed Tape, High Performance, White/Black Contrast, Skip, 9", 10'-30' | \$ (12,521.50) |
| | \$ (75,063.92) |

| | |
|--|----------------|
| Subtotal: Adjustments to Final Quantities for Completed Contract Items | \$ (11,229.52) |
|--|----------------|

Restore Drainage Pipes and Concrete Apron at Sound Wall 3

Existing drainage adjacent to the plan location of Sound Wall 3 had to be removed and replaced to accommodate the construction of Sound Wall 3. Compensation for this work was determined on a time and material basis.

ADD THE FOLLOWING ITEM:

| | |
|---|--------------|
| Restore Drainage Pipes and Concrete Apron at Sound Wall 3 | \$ 37,911.45 |
|---|--------------|

| | |
|--|----------------------------|
| <u>TOTAL AMOUNT FOR PROJECT 408-127</u> | <u>\$ 26,681.93</u> |
|--|----------------------------|

Project 253G: SR 408/SR 417 Interchange Improvements Phase II
SEMA Construction, Inc.
SA 253G-1118-03

Upgrade ITS Cabinets

This change includes all costs to upgrade all ITS cabinets on the project from pole mounted type to ground mounted type to comply with the latest CFX ITS Standards (version 7) which were implemented after the the project was bid.

ADD THE FOLLOWING ITEM:

| | | |
|---------------------|----|-----------|
| ITS Cabinet Upgrade | \$ | 40,726.53 |
|---------------------|----|-----------|

| | | |
|---|-----------|-------------------------|
| <u>TOTAL AMOUNT FOR PROJECT 253G</u> | \$ | <u>40,726.53</u> |
|---|-----------|-------------------------|

Contract 599-126: SR 417 SB to SR 528 WB Ramp Realignment
SEMA Construction, Inc.
SA 599-126-1118-003

Striping Revision:

A plan revision was issued at the SR 417 and SR 528 Interchange. The revision included modifying the alignment of the striping shown in the original contract documents at the SR 417 SB ramp to westbound SR 528.

ADD THE FOLLOWING ITEMS:

| | | |
|--|----|-------------------|
| Mobilization Striping Revision LS | \$ | 57,000.00 |
| Maintenance of Traffic Striping Revision LS | \$ | 58,677.70 |
| Preformed Tape, High Performance, Yellow Solid 8", GM | \$ | 3,960.00 |
| Preformed Tape, High Performance, Yellow Solid 18", LF | \$ | 2,006.29 |
| | \$ | <u>121,643.99</u> |

MODIFY THE FOLLOWING ITEMS:

| | | |
|---|----|-------------------|
| Milling Existing Asphalt 2" Avg Depth, SY | \$ | 25,867.20 |
| Asph Conc Friction Course, FC-5, PG 76-22 | \$ | 57,600.00 |
| Retro Reflective Pavt Markers EA | \$ | 918.00 |
| Thermoplastic, Standard, White, Message, EA | \$ | 640.00 |
| Thermoplastic, Std, White, Arrow, EA | \$ | 268.00 |
| Preformed Tape, High Performance, White, Solid, 8" GM | \$ | 5,530.33 |
| Preformed Tape, High Performance, White, Solid, 12" GM | \$ | 1,487.21 |
| Preformed Tape, High Performance, White Solid, 18" LF | \$ | 6,168.00 |
| Preformed Tape, High Performance, White Skip, 12" GM | \$ | 4,870.58 |
| Pref Tape, High Performance, White/Black Cont, Solid, 9" GM | \$ | 12,617.00 |
| Pref Tape, High Performance, White/Black Cont Skip, 9" GM | \$ | 1,419.60 |
| | \$ | <u>117,385.92</u> |

Subtotal: Striping Revision LS \$ 239,029.91

Asphalt Repair:

The Contractor corrected areas in need of repair adjacent to the project limits.

ADD THE FOLLOWING ITEMS:

| | | |
|--|----|------------------|
| Mobilization Emergency Repair LS | \$ | 15,000.00 |
| Maintenance of Traffic Emergency Repair LS | \$ | 11,974.65 |
| | \$ | <u>26,974.65</u> |

MODIFY THE FOLLOWING ITEMS:

| | | |
|---|----|-----------------|
| Milling Existing Asphalt 2 3/4" Avg Depth | \$ | 918.00 |
| Superpave Asph Conc, Traffic D, PG76-22 | \$ | 5,400.00 |
| | \$ | <u>6,318.00</u> |

Subtotal: Striping Revision LS \$ 33,292.65

TOTAL AMOUNT FOR PROJECT 599-126 **\$ 272,322.56**

**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 12, 2018

SUBJECT: Approval of First Contract Renewal with Metric Engineering, Inc.
for Construction Engineering and Inspection Services
Contract No. 001158

Board approval is requested for the first renewal of the referenced contract with Metric Engineering, Inc. in the amount of \$1,700,000.00 for a one year period beginning January 12, 2019 and ending January 11, 2020. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are construction engineering and inspection services.

| | |
|-------------------|-----------------------|
| Original Contract | \$2,600,000.00 |
| First Renewal | <u>\$1,700,000.00</u> |
| Total | \$4,300,000.00 |

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: 
Ben Dreiling, PE
Director of Construction

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 1
CONTRACT NO. 001158**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Metric Engineering, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated December 15, 2015, with a Notice to Proceed date of January 12, 2016, whereby CFX retained the Consultant to furnish miscellaneous construction engineering and inspection (CEI) services required by CFX.

WHEREAS, pursuant to Article 3.0 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 12th day of January, 2019 and ending the 11th day of January, 2020 at the cost of \$1,700,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending January 11, 2019, the Consultant 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 January 11, 2019.

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.

METRIC ENGINEERING, 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

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
METRIC ENGINEERING, INC.**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001158

**CONTRACT DATE: DECEMBER 10, 2015
CONTRACT AMOUNT: \$2,600,000.00**

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

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

FOR

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001158

DECEMBER 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
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

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| | Exhibit "C", Details of Cost and Fees |
| | Exhibit "D", Project Organization Chart |
| | Vehicle Registration Form |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001158**

THIS AGREEMENT, made and entered into this 10th day of December, 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 "CFX" and METRIC ENGINEERING, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 615 Crescent Executive Court, Suite 524, Lake Mary, Florida 32746.

That CFX did determine that the CONSULTANT is fully qualified to render the services contracted.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Miscellaneous Construction Engineering and Inspection (CEI) services required by CFX. CFX has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but are not limited to, Project Administrator, Contract Support Specialist, Senior ITS Inspector, ITS Inspector, Inspector's Aide.

2.0 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 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 CFX Director of Construction or his authorized designee 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 Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction 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.

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 three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two one-year renewals periods may be exercised by CFX at its sole discretion. 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.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The

CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

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 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 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 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.

PI Consulting Services, LLC
Tierra, Inc.
Target Engineering Group, Inc.

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 the CFX 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 CONSULTANT until it has been approved by the 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 her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for a variety of projects including, but not necessarily limited to, intelligent transportation systems, roadway and bridge construction, roadway lighting construction, and toll facility renovations/modifications/construction.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof in the not-to-exceed amount of \$2,600,000.00. 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 negligent, reckless or intentionally wrongful 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 three 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 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 "C", 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 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 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 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 CFX.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be 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 its services rendered up to the time of any such termination in accordance with Paragraph 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 the CFX 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 CFX 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; 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 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.

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX 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 CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend CFX in such claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. 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 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 CFX 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 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.

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, 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 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. 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.

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

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. 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 CFX.

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 CFX 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 CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. CFX 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.

19.0 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 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 shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This Contract was awarded by the CFX Board of Directors at its meeting on December 10, 2015.

METRIC ENGINEERING, INC.

BY: C. Brian Fuller
Authorized Signature

C. Brian Fuller
Print Name

Title: Vice President

ATTEST: Heidi Bouthillier (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for CFX

Joseph J. Lassiter

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**


BY: Andre Miller
Director of Procurement

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 24, 2018

SUBJECT: Approval of First Contract Renewal with Greenman-Pedersen, Inc.
for Surface Preparation and Painting Consultant Services
Contract No. 001172

Board approval is requested for the first renewal of the referenced contract with Greenman-Pedersen, Inc. in the amount of \$300,000.00 for a one year period beginning January 14, 2019 and ending January 13, 2020. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are surface preparation and painting consultant services.

| | |
|-------------------|----------------|
| Original Contract | \$ 750,000.00 |
| First Renewal | \$ 300,000.00 |
| Total | \$1,050,000.00 |

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: 
Ben Drelling, PE
Director of Construction

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 1
CONTRACT NO. 001172**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Greenman-Pedersen, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated January 14, 2016, with a Notice to Proceed date of January 14, 2016, whereby CFX retained the Consultant to provide surface preparation and painting consultant services required by CFX.

WHEREAS, pursuant to Article 2.0 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 14th day of January, 2019 and ending the 13th day of January, 2020 at the cost of \$300,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending January 13, 2019, the Consultant 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 January 13, 2019.

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.

GREENMAN-PEDERSEN, 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

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GREENMAN-PEDERSEN, INC.**

**SURFACE PREPARATION AND PAINTING
CONSULTANT**

CONTRACT NO. 001172

**CONTRACT DATE: JANUARY 14, 2016
CONTRACT AMOUNT: \$750,000.00**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SURFACE PREPARATION AND PAINTING CONSULTANT
CONTRACT NO. 001172**

This Contract is made this 14th day of January, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and GREEMAN-PEDERSEN, INC., hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, 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, 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 , in order to carry out the powers granted to it (by state law);" and,

WHEREAS, has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide surface preparation and painting consultant services; and,

WHEREAS, on or about April 23, 2013, the CONSULTANT entered into an agreement with the Florida Department of Transportation (FDOT) to provide the same services as required by CFX with an expiration date of April 26, 2018; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for was not required because the CONSULTANT has an existing contract with FDOT (C9A63) for the same services to be provided hereunder and has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by FDOT; and,

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

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

1. SERVICES TO BE PROVIDED

The 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 .

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be three (3) years from the date established in the Notice to Proceed from CFX. There shall be two (2) renewal options of 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 three-year Contract Term.

Termination shall be according to the CONSULTANT's agreement with FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. Total compensation to the CONSULTANT during the initial three-year Contract term shall not exceed \$750,000.00.

Payment will be made to the CONSULTANT not more than once monthly. The CONSULTANT shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to CFX) to CFX's Director of Construction. The invoice shall include a breakdown of the work performed by the CONSULTANT to verify the hours being charged.

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 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

The CONSULTANT shall indemnify and hold harmless CFX and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees.

6. PUBLIC RECORDS

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

7. PRESS RELEASES

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

8. PERMITS, LICENSES, ETC.

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

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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 Ethics Policy. The CONSULTANT acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

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

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

10. NONDISCRIMINATION

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

11. SUBLETTING AND ASSIGNMENT

CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of 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 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 '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 CONSULTANT until it has been approved by 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 her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

12. OTHER SEVERABILITY

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

13. GOVERNING LAW

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

14. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between CFX 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.

15. SURVIVAL OF EXPIRATION OR TERMINATION

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

15.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

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

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT


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

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 CFX Board of Directors at its meeting on January 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

GREENMAN-PEDERSEN, INC.

By: 
Vice President
Title

Attest:  (Seal)

Date: 1/21/2016

Approved as to form and execution, only.



General Counsel for CFX

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

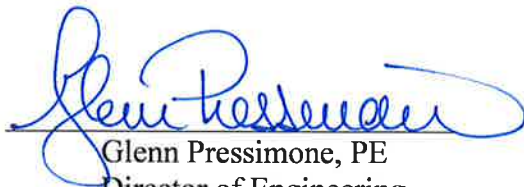
DATE: October 23, 2018

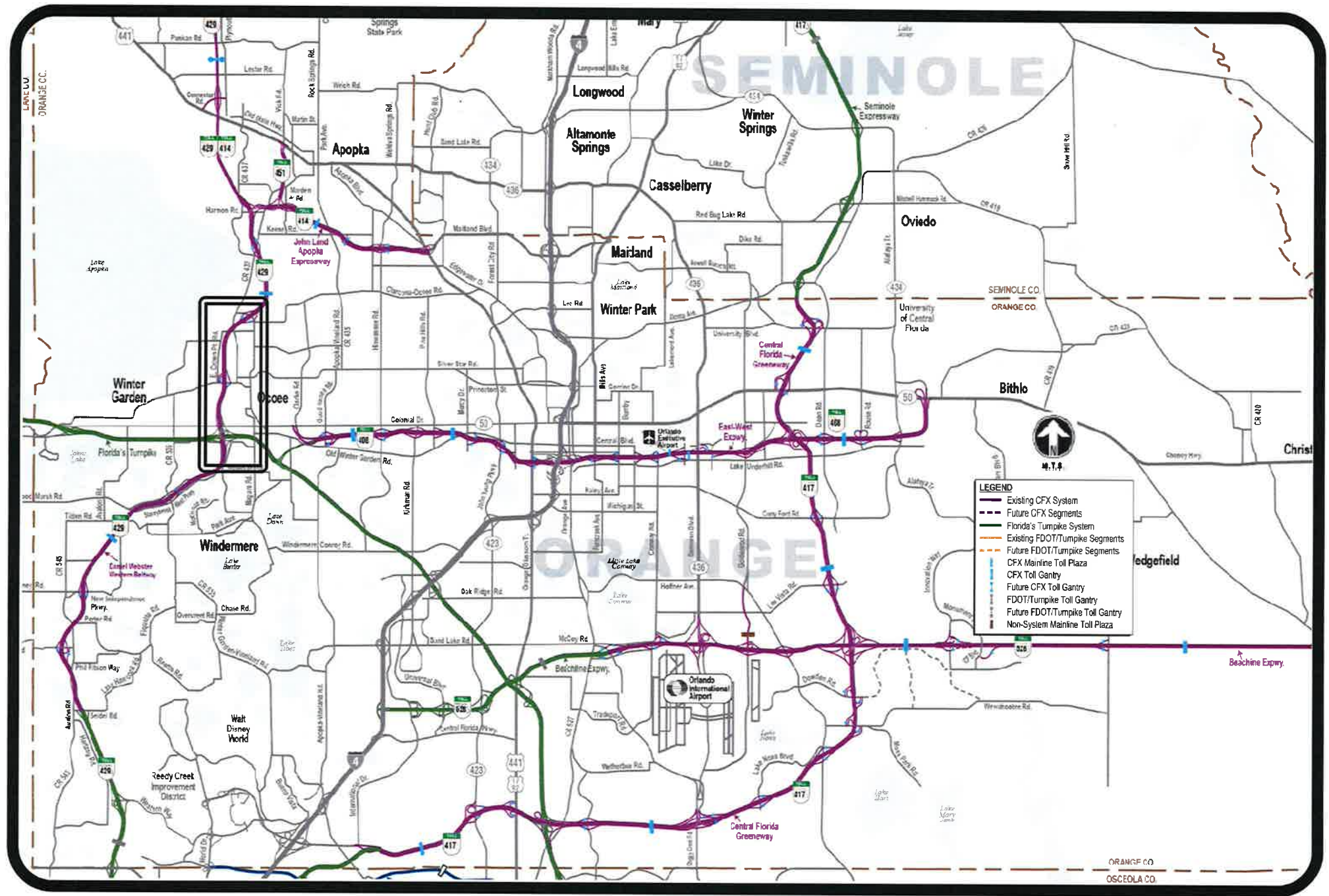
SUBJECT: Approval of Contract Award to Parsons Transportation Group, Inc.
for Design Consultant Services for the SR 429 Widening from
Florida's Turnpike to West Road
Project 429-152, Contract No. 001395

The Board approved, on July 12, 2018, final rankings and authorized commencement of fee negotiations for design consultant services for SR 429 Widening from Florida's Turnpike to West Road. Negotiations with Parsons Transportation Group, Inc. have been completed. Board award of the contract to Parsons Transportation Group, Inc. is requested in the not to exceed amount of \$6,750,000.00.

This project is included in the Five-Year Work Plan

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 417 Widening from Florida's Turnpike to West Road (429-152)

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
PARSONS TRANSPORTATION GROUP, INC.**

**SR 429 WIDENING FROM FLORIDA'S TURNPIKE TO
WEST ROAD**

CONTRACT NO. 001395, PROJECT NO. 429-152

**CONTRACT DATE: NOVEMBER 8, 2018
CONTRACT AMOUNT: \$6,750,000.00**

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 AND PROJECT ORGANIZATIONAL CHART**

FOR

SR 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD

PROJECT NO. 429-152

DESIGN ENGINEERING SERVICES

CONTRACT NO. 001395

NOVEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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| C | Exhibit "C", Details of Cost and Fees | |
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Agreement for Design Professional Services

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

THIS AGREEMENT, made and entered into this 8th day of November, 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 Parsons Transportation Group, 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 201 East Pine Street, Suite 900, 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 429 Widening from Florida's Turnpike to West Road identified as Project No. 429-152 and Contract No. 001395.

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 II - Antillian Engineering Associates, Inc.
- Class I - BASE Consultants, Inc.
- Class I - Florida Bridge and Transportation, Inc.
- Class II - Geotechnical and Environmental Consultants, Inc.
- Class I - I.F. Rooks & Associates, LLC
- Class I - Manuel G Vera & Associates, Inc.
- Class II - Manuel G Vera & Associates, Inc. (survey)
- Class I - Moffatt & Nichol, Inc.
- Class I - Scalar Consulting Group, Inc.
- Class I - Traffic Engineering Data Solutions, Inc.
- Class I - WBQ Design & Engineering, Inc.
- Class II - WBQ Design & Engineering, Inc. (survey)

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 \$6,750,000.00 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 201 East Pine Street, Suite 900, 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: Parsons Transportation Group, Inc.
201 East Pine Street, Suite 900
Orlando, FL. 32801
Attn: Rhet Schmidt

Parsons Transportation Group, Inc.
201 East Pine Street, Suite 900
Orlando, FL. 32801
Attn: Ted Davidson

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
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

Project No. 429-152
Contract No. 001395

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 November 8, 2018.

PARSONS TRANSPORTATION GROUP, 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. 429 WIDENING FROM FLORIDA'S
TURNPIKE TO WEST ROAD**

PROJECT NO. 429-152

IN ORANGE COUNTY, FLORIDA

October 22, 2018

Exhibit A
SCOPE OF SERVICES
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1.0 GENERAL

1.1 Location

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

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from Florida’s Turnpike to West Road. Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width (closed 40’ median with median barrier). All mainline bridges within the project limits, Trail, Warrior Road, Turnpike, SR 50, Story Road, Florida Central Railroad, Plant Street (SR 438), Palm Drive, Northwest Ditch, East Crown Point Road (Fuller’s Cross) and Ocoee Apopka Road (CR 437), will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Ramp improvements will also be made at the following locations; SR 429 NB to Turnpike, Turnpike to NB SR 429, West Road to SR 429 SB, SR 429 SB to SR 50, SR 429 SB to Turnpike and Turnpike to SR 429 SB. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 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. 429 inside widening from Florida’s Turnpike to West Road.
- 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 ITS (fiber optic network) plans, final signalization plans (if required), 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.

1.4 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.

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (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, latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Design Manual, 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), 2004 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

3.1 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.

3.2 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 MAINLINE | RAMPS | CROSSROADS/ COLLECTORS |
|---|--|---|--|
| Vertical Curvature (K) (K=Len./%grade change) Crest | 506 290 to 540 AASHTO | 31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO) | Rural 31 to 136 |
| Sag | 206 150 to 200 AASHTO | 31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO) | 37 to 96 |
| 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 (2 paved) * min. 5' paved |
| 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(or more)-Lanes 12 12 | Dual Lane 10 6 | |
| Cross Slopes Traffic Lanes | 2% (4-lane) 3% or tbd (6-lane) | 2% | 2% |
| Bridge Lanes Left Shoulder Right Shoulder | 2% typ. (no break) Match Mainline Match Mainline | 5% 6% | 5% 6% |

| DESIGN ELEMENT | EXPRESSWAY | | CROSSROADS/ COLLECTORS |
|---|-------------------------------------|-------------|---------------------------|
| | MAINLINE | RAMPS | |
| Median Width (4-lane), ft. (E.O.P./E.O.P.) | 64' (typical) 26' (with barrier) | N/A | 22' or 40' |
| Lateral Offset | FDM 215.2.4 | FDM 215.2.4 | FDM 215.2.4 |
| 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.

3.3 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, 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.

4.1 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. 429 inside widening from Florida's Turnpike (Station 1172.00 +/-) to north of the West Road bridge (Station 325+00). Specifically, the project consists of widening to the inside for the additional

general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits; Trail, Warrior Road, Turnpike, SR 50, Story Road, Florida Central Railroad, SR 438, Palm Drive, Northwest Ditch, East Crown Point Road and CR 437 will also be widened to accommodate the appropriate shoulder widths and additional general use lane or ramp modifications as per the concept. Ramp improvements will also be made at the following locations; SR 429 NB to Turnpike, Turnpike to NB SR 429, West Road to SR 429 SB, SR 429 SB to SR 50, SR 429 SB to Turnpike and Turnpike to SR 429 SB. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 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 Orange County, FDOT, FDEP and applicable Water Management District(s).

4.3 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. Alternatives for a braided ramp and trumpet interchange shall be studied for the Plant Street exit from NB SR 429. Once one of these alternatives is considered to be carried to final design. In addition, an auxiliary lane from West Road on-ramp to Palm Drive off-ramp on SB SR 429 shall be reviewed.

4.4 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

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in Task 27.1 Horizontal Project Control (HPC) and Task 27.2 Vertical PC/Bench Line and included in CTL/PNC sheets prepared in Task 27.5 Reference Points.

C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

D. Bench Levels

1. Bench marks are included on control 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 from LAMP data sufficient to create a pavement DTM.
3. Natural Ground/soft shots will be collected by conventional survey means and merged with pavement LAMP data to create an overall DTM for the project.
4. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include 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

1. Quality Level B Designating: Provide Utility Designates at each street crossing within the LA R/W (Warrior Rd, SR50, E Story Rd, E. Plant St., Palm Drive, N Fullers Cross Rd., Ocoee Apopka Rd, Clarcona Ocoee Rd) = Total Linear footage of Utilities: 10.92 miles
 - a. SR 429 Mainline
 - CFX will designate the FON on both sides of SR 429 throughout project limits
 - Street lighting along the mainline is not included in this scope of services
 - b. Warrior Road – 0.13 mile x 6 utilities = 0.78 miles of DES
 - c. SR50 Road - 0.17 mile x 15 utilities = 2.55 miles of DES
 - d. E. Story Road – 0.12 mile x 10 utilities = 1.20 miles of DES
 - e. E. Plant Street – 0.28 mile x 10 utilities = 2.80 miles of DES
 - f. Palm Drive – 0.08 mile x 10 utilities = 0.80 miles of DES
 - g. N. Fullers Cross Road – 0.09 mile x 10 utilities = 0.95 miles of DES
 - h. Ocoee Apopka Road – 0.08 mile x 10 utilities = 0.80 miles of DES
 - i. Clarcona Ocoee Road - 0.13 mile x 8 utilities = 1.04 miles of DES
2. Locates for verification of QLB and non-tonables : Total Test Hole Bank: 70
 - a. - Cross Streets/Interchange - 8 sides streets with 5 test holes per side street = 40 test holes
 - b. - Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 30 test holes
3. Quality Level A Locating - Total Test Hole Bank: 230
 - a. SR 429 Mainline: 3-Overhead Truss Signs (30THs), 3-Overhead Cantilever Signs (15 THs), 10 - Multi-post Signs (100 THs), 1 - Box Culvert Ext. (3 THs), 1 pipe culvert extension (2 THs), 4 - CCTV Poles (20 THs), 6 cantilever DMS if HSR chosen (30 THs), 1 cantilever DMS (5 THs), 1 Full Span DMS (10 THs), 3 MVDS poles (15 THs), Test Holes for drainage are not anticipated.
 - b. Miscellaneous locating (50THs)
4. Survey
 - a. Stake all proposed sign, signal, and structure locations prior to QLA locating
 - b. Map all utility designates and locates (including FON marked by CFX)

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 project horizontal and vertical control points and meet with the construction contractor to review these points.

N. Low Altitude Mapping Photography

1. Furnish all aerial photography, photogrammetry, and related products for the total project in accordance with the Florida Department of Transportation Surveying & Mapping Procedures, Topic No. 550-030-101.

The following procedures shall be utilized for this project: 3D topographic hard-surface survey along the SR-429 corridor from Toe-of-Slope to Toe-of-Slope.

- a. Flight: Perform the flight utilizing helicopter at 350 feet above grade using a high precision aerial mapping camera with (FMC) forward motion compensation and with an average weighted resolution of 105 and above. Photography shall be at a negative scale of approximately 1" = 50'.
- b. Limits: Mapping from Toe-of-Slope to Toe-of-Slope along the SR-429 from \pm 1.5 miles south of Florida's Turnpike to north of West Road (Station 335).

- c. Limits at the Florida Turnpike include the on/off ramps to and from SR 429. The flyovers are not included in the LAMP mapping.
- d. Field Survey: Aerial targets are placed right and left of the alignment and spaced along the project as directed by the photogrammetrist. Target size is specified by the photogrammetrist and should have a contrasting black and white pattern. Horizontal values and vertical elevations are required on all targets.
- e. Analytical Triangulation: Normal A.T. procedures shall be used similar to that which is performed for other flight scales.
- f. DTM Collection: Data shall be collected at spots and break lines similar to what is done with all photogrammetric projects. Scales of 1"=20' shall have data points collected at approximately 33 feet and 1"=50' at 65 feet intervals. All data shall be delivered as MicroStation files on CD ROM conforming to DEPARTMENT mapping procedures.
- g. Raster imagery to be provided in HMR & TIFF format from the fixed-wing flight at 1" = 40'.

O. 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.

4.5 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, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- 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.
- 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, offset, soil legend, observed water table, design high water 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.

4.6 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental

contamination not reported in the referenced document(s).

- C. The 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.

4.7 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- C. Milling and resurfacing limits extend from approximately Station 1106+20 to north of West Road, approximately Station 335+00. Portions of ramps at gore areas impacted by widening are included.
- D. Full depth pavement shall be provided in the median shoulders, except for 3' adjacent to the median barrier.

4.8 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.

4.9 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 improvements. 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.

4.10 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.
 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.

4.11 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 companies.
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 utility work schedules from the utility companies 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.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.12 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. Typical roadway details
 8. Plans and profiles (plans at 1"=50' scale)

9. Interchange layout plans
10. Ramp Terminal Details
11. Crossroad plans and profiles (1"= 50' scale)
12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
 - a. Earthwork quantities
13. Traffic Control Sheets including Temporary Drainage
14. Utility Adjustment Sheets - as deemed necessary
15. Details
16. Special provisions
17. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Two new single span bridge structures for a braided ramp flyover of the Plant Street Exit Ramp.
 2. Complete Bridge Widening designs will be provided for widening of the following bridges:
 - a. Trail SB – outside widening
 - b. Trail NB – outside widening
 - c. Warrior Road SB – outside widening
 - d. Turnpike SB – inside widening
 - e. Turnpike NB – inside widening
 - f. Colonial Drive (SR 50) SB – inside widening
 - g. Colonial Drive (SR 50) NB – inside widening
 - h. Story Road SB – inside widening
 - i. Story Road NB – inside widening
 - j. Florida Central Railroad SB – inside & outside widening

- k. Florida Central Railroad NB – inside widening
 - l. Plant Street (SR 438) SB – inside widening
 - m. Plant Street (SR 438) NB – inside widening
 - n. Palm Drive SB – inside widening
 - o. Palm Drive NB – inside widening
 - p. Northwest Ditch SB – inside widening
 - q. Northwest Ditch NB – inside widening
 - r. East Crown Point Road (Fuller's Cross) SB – inside widening
 - s. East Crown Point Road (Fuller's Cross) SB – inside widening
 - t. Ocoee Apopka Road (CR 437) SB - inside widening
 - u. Ocoee Apopka Road (CR 437) SB – inside widening
3. Retaining walls (may vary based on final design limits)
- a. Permanent MSE walls:
 - Wall extension at Trail Bridge SB, south abutment – approximately 100 LF
 - Wall extension at Trail Bridge SB, north abutment – approximately 100 LF
 - Wall extension at Trail Bridge NB, south abutment – approximately 100 LF
 - Wall extension at Trail Bridge NB, north abutment – approximately 100 LF
 - Wall between Trail and Warrior Road, west side - approximately 1000 LF
 - Wall extension at Warrior Road Bridge SB, south abutment – approximately 30 LF
 - Wall extension at Warrior Road Bridge SB, north abutment – approximately 100 LF
 - Wall extension at Florida Central RR Bridge SB, south abutment – approximately 100 LF
 - Wall extension at Florida Central RR Bridge SB, south abutment – approximately 100 LF
 - Wall adjacent to Pond CP-5 north of Story Road, west side – approximately 500 LF
 - b. Critical Temporary Walls (may vary based on final design limits)
 - Soldier pile wall for construction of Trail Bridge permanent walls (4 total) – 60 LF (40 LF anchored, 20 LF cantilever)
 - Soldier pile wall for construction of Warrior Road Bridge SB permanent walls (2 total) - 60 LF (40 LF anchored, 20 LF cantilever)
 - Soldier pile wall for construction of permanent MSE wall between Trail and Warrior Road - 1000 LF (anchored)
 - Soldier pile wall for construction of permanent MSE wall adjacent to Pond CP-5 north of Story Road - 50 LF (anchored)

4. Box Culverts – Extension of one side of double 9' x 5' Box Culvert at approximately Station 157.
 5. Slope protection as required for the spill through abutments at Northwest Ditch
 6. Approach slabs for bridge widenings
 7. Summary quantity tables
 8. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.
 9. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.
 10. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
 - a. 9 Overhead Cantilever Sign Structures (Including 6 DMS Structures for active traffic control for Hard Shoulder Running)
 - b. 4 Overhead Span Sign Structures (Including 1 structure(s) with walk-in or single line DMS)
 - c. No signal structures are anticipated.
 11. Structural design of sound walls. CFX to provide limits and locations. Assumed 1400 LF along Westfield Community per CFX preliminary cost estimate.
 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 for their review and approval.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 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 3.1D.
 2. Finalize the pond design at the 30% submittal. Modify ten (10)

existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area. Treatment and attenuation calculations will be prepared for ten (10) existing ponds. Modify outfall control structures for 6-lane configuration for ten (10) existing pond structures.

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.
 7. Prepare one (1) Bridge Hydraulics Report(s) that includes Northwest Ditch. The BHR is anticipated to be reviewed and approved by CFX, Orange County, and FEMA. No CLOMR is anticipated.
 8. Modification of existing floodplain analysis and compensation ponds is included to obtain required permits.
 9. Perform cross drain analysis for seven crossings due to widening. One crossing will be a CBC and the remainder are pipes.
 10. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include:
 - A. Seepage along the northbound front slope approaching West Road
 - B. Closure of an existing well at Plant Street
 11. 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/exfiltrationsystem

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. 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

4.16 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"=50' 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 detour quantity tabulations. 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.

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.

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking 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. The following existing structures will be impacted by the widening and need to be replaced; three (3) cantilevers, three (3) span trusses (one full and two half span), and ten (10) multi-post sign structures.

4.18 Signalization Plans

- A. Signal plans are not anticipated for this improvement. If requested, 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).

4.19 Right-of-Way Surveys

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

4.20 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.

4.21 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.

4.22 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. Replacement of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 429 bridges over intersecting arterials and 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. All existing analog CCTV within the project limits shall be upgraded to HD cameras.
- 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. Support the FCC application process for any relocated DCS sites.
- 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. All TMS to be re-configured and calibrated during construction to account for any lane shifts and the added lanes.
- 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. All existing Skyline DMS shall be replaced with new generation color DMS.
- aa. Conversion of all 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.
- bb. Design of active traffic management system for hard shoulder running, which includes 6 DMS locations.

cc. Install new WWDS at the following off-ramps:

- West Road northbound.
- Plant Street southbound and northbound.

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. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
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.

4.23 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.

4.24 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:
 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 3. 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. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

- 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 (monthly) 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's key staff shall attend a maximum of three (3) 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 CFX 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

5.1 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 right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.

5.2 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

5.3 Other

- 1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 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.

6.2 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 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.

6.4 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.

6.5 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 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.
- C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 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 twenty (20) 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. Drainage calculations
 - 6. Structural design calculations.
 - 7. Geotechnical report.
 - 8. Hydraulics Report for each bridged stream crossing.
 - 9. Earthwork calculations not included in the quantity computation booklet.
 - 10. Calculations showing cost comparisons of various alternatives considered, if applicable

11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.
14. 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 in pdf format, and three (3) hard copy sets)
 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 Design 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. Intelligent Transportation System (ITS) Plans
- 12. Highway Lighting Plans
- 13. 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. Signalization Plans
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. 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

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$6,750,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

PARSONS TRANSPORTATION GROUP, INC.

| | |
|--|-----------------------|
| Total Activity Salary Costs | \$ 1,282,794.35 |
| (a) Overhead Additives | |
| (1) Combined (119.26%) | <u>1,529,860.54</u> |
| Subtotal (Salary + Overhead) | 2,812,654.89 |
| (b) Lump Sum for Operating Margin (12.00%) | <u>337,518.59</u> |
| Subtotal (Salary Related) | 3,150,173.48 |
| (c) Direct Expenses - Lump Sum (Prime) | <u>18,940.63</u> |
| BASIC FEE | 3,169,114.11 |
| (d) Subcontracts (Limiting Amount) | 3,065,128.90 |
| (e) Allowance | <u>515,756.99</u> |
| TOTAL MAXIMUM LIMITING AMOUNT | \$6,750,000.00 |

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

CFX shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement (2) Federal Acquisition Regulations sub-part 31-2 (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980) and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX's DIRECTOR of ENGINEERING.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 119.26% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 119.26 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 119.26%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.00 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall

include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX 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 this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

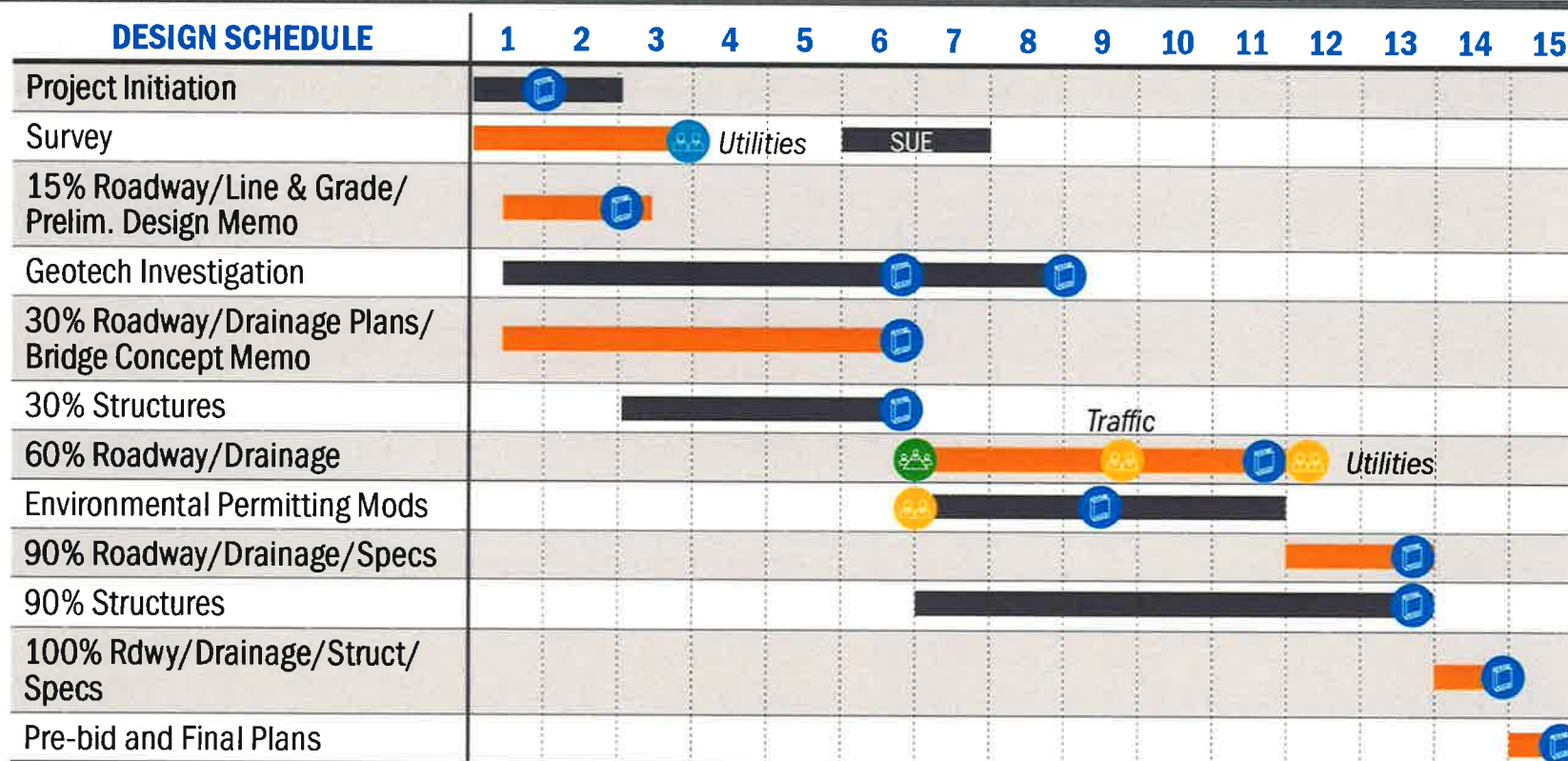
Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

EXHIBIT F

SCHEDULE

Project Schedule

15-month project schedule
5-day minimum QA/QC reviews
15-day CFX reviews



Legend: Submittal | Activity* | Critical Activity | Public Meeting | Coordination Meeting


*Note: Durations include QA/QC and CFX Reviews

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 23, 2018

SUBJECT: Approval of Supplemental Agreement No. 1 with Dewberry Engineers, Inc. for
General Engineering Consultant (GEC) Services
Contract No. 001145

Board approval is requested for Supplemental Agreement No. 1 with Dewberry Engineers, Inc., for the General Engineering Consultant (GEC) contract for a not to exceed amount of \$8,345,000.00.

The increase of CFX's Five-Year Work Plan was not anticipated when the original contract was awarded in 2016. The services included in this Supplemental Agreement will cover GEC support required for the successful delivery of the work plan projects.

| | |
|------------------------------|------------------------|
| Original Contract | \$17,500,000.00 |
| Supplemental Agreement No. 1 | <u>\$ 8,345,000.00</u> |
| Total | \$25,845,000.00 |

This amount is a component of projects included in the Five-Year Work Plan.

Reviewed by: _____
Joseph A. Berenis, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 1 entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority ("CFX"), and Dewberry Engineers, Inc., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for continued support of the development and implementation of CFX's Five-Year Work Plan.
2. The Consultant hereby agrees to provide the required continued support and services for an increase in the Contract amount of a not to exceed \$8,345,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.
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 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 for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary so that the Consultant can provide continued support and services for CFX's Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: \$8,345,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

DEWBERRY ENGINEERS, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

Summary of Task 3.6 - Work Plan Support

| | Design Project Consultant Fees | Estimated GEC Budget | GEC Work Authorizations Approved to Date | Estimated Additional GEC Budget Needed |
|--|-----------------------------------|-------------------------|--|---|
| FY 2017 - 2021 Five-Year Work Plan Projects (original GEC Scope) | \$ 38,895,000 | \$ 6,150,000 | \$ 3,820,974 | \$ 2,329,026 |
| | | | | |
| FY 2019 - 2023 Five-Year Work Plan Projects (not included in FY 2017 Plan) | \$ 43,802,000 | \$ 7,809,016 | \$ 1,791,759 | \$ 6,017,257 |
| | | | | |
| Totals | \$ 82,697,000 | \$ 13,959,016 | \$ 5,612,734 | \$ 8,346,282 |
| | | | Requested Amount | \$ 8,345,000 |
| | | | | |
| FY 2019 - 2023 Work Plan Potential Exp Projects (not included with SA 1) | \$ 135,600,000 | \$ 22,022,400 | | |
| | | | | |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
GENERAL ENGINEERING CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 10th day of November, 2016, 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, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the “CFX” and Dewberry Engineers, Inc., hereinafter called “CONSULTANT”, a New York corporation, registered and authorized to do business in the state of Florida, whose principal address is 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain General Engineering Consultant Services for projects as identified by CFX.

2.0 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 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 written 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.

Reference herein to Director shall mean CFX's Executive Director.

Reference herein to the Project Manager shall mean CFX's Chief of Infrastructure or 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to CFX periodic review, approval and satisfaction with the CONSULTANT's performance. 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. This Agreement, at the sole discretion of CFX, may be renewed for five (5) one year terms, or portions thereof.

4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide progress reports 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.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which could affect the completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason for the delay and the amount of time related to the reason. CFX will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. 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 adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. 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. Attachment "1" within Exhibit "A", Scope of Services, details required key personnel and minimum experience requirements for performance under the Agreement; the CONSULTANT may associate with it such subconsultants, 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 subconsultants, 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 subconsultants listed below without the written consent of CFX. All subconsultants shall be qualified by CFX to perform all work assigned to them. 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.

| <u>LIST OF APPROVED SUBCONSULTANTS:</u> | <u>AREAS OF RESPONSIBILITY</u> |
|--|---|
| Ardaman & Associates, Inc. (class 2) | Geotechnical Services |
| Antillian Engineering Associates, Inc. (class 2) | Geotechnical Services |
| IDA Consulting Engineers, Inc. (class 1) | Structures |
| Montgomery Group (class 1) | General Program Support/CADD/GIS |
| RTD Group (class 1) | Right-of-Way Services |
| Omni Communications (class 1) | Utility Coordination |
| Vanasse Hangen Brustlin, Inc. (class 1) | PD&E/Electrical/Lighting/Traffic/ Signing & Pavement Marking |

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement 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 Agreement 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 Agreement.

If, during the term of the Agreement, 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 Agreement 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 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 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.

In all instances where the CONSULTANT desires to subcontract work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Agreement was originally awarded, the CONSULTANT shall obtain a schedule of rates. Review and approval of the schedule of rates by CFX is required prior to any rates being paid to the subconsultant.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is detailed in Exhibit "A", Scope of Services, and is best described as General Engineering Consultant Services. The services may include, but are not necessarily limited to, the following: Bond Covenant Services Support, Engineering / Design Support, Planning Support, Maintenance Program Support, General Program Support, Work Plan Support, Multimodal / Transit Support and other miscellaneous consultant project management services as requested by CFX. It should be noted that multiple project management assignments may be authorized and take place concurrently.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Invoices 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 negligent, reckless or intentionally wrongful errors or deficiencies in design reviews performed 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, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs.

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

Payments shall be made in accordance with the Local Government Prompt Payment

Act in part VII, Section 218, Florida Statutes.

8.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, 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.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in 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 CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part 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 for actual costs as determined in Exhibit "B". In determining the percentage of work completed, CFX shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be 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 documents prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 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's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and disputes 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 Project Manager and the CONSULTANT that cannot be resolved shall be referred to the 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; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers 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 CFX will evaluate the notice of claim and report their findings to each other within fourteen working 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 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. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

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 CFX against any claim, suit or proceeding brought against the 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, costs, charge, expense, and attorney's fees, awarded against the CFX.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of

all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The

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

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

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

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

services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 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 of logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. If a copy of CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The proper presentation of CFX logo is of utmost importance to CFX. Any questions regarding the use of CFX logo shall be directed to the CFX Public Affairs Officer or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, 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. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision 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 to the extent applicable to the CONSULTANT agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

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

21.0 CONFLICT OF INTEREST

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

During the term of this Agreement:

1. The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services or has oversight responsibilities. Subconsultants are also ineligible to pursue projects where they participated in the development of the Scope of Services or have oversight responsibilities.
2. 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 developed the Scope of Services. 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 developed the Scope of Services.

22.0 INSPECTOR GENERAL

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

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

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

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

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed

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

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

29.0 NOTICE

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

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

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Kevin Knudson

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Keith Jackson

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

31.0 SURVIVAL OF EXPIRATION OR TERMINATION

The provisions of Sections 8, Document Ownership and Records; 14, Hold Harmless and Indemnification; and 28, Audit and Examination of Records; 30, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

32.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation


Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart


IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

This Agreement was approved by the CFX's Board of Directors at its meeting on November 10, 2016

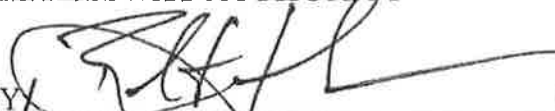
DEWBERRY ENGINEERS, INC.

BY: 
Authorized Signature

Title: Vice President

ATTEST:  (Seal)
Secretary or Notary

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY:  12/8/2016
Director of Procurement
Print Name: Robert Johnson

Approved as to form and execution, only.

General Counsel for CFX



**Contact #001145 General Engineering
Consultant Services
Dewberry Engineers, Inc.**

**Exhibit A
Scope of Services**

Exhibit “A”
SCOPE OF SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES

| | | |
|-----|--------------------------------------|---|
| 1 | PURPOSE | 2 |
| 2 | OVERVIEW..... | 2 |
| 3 | SERVICES | 2 |
| 3.1 | BOND COVENANT SERVICES SUPPORT | 2 |
| 3.2 | ENGINEERING/DESIGN SUPPORT..... | 3 |
| 3.3 | PLANNING SUPPORT | 4 |
| 3.4 | MAINTENANCE PROGRAM SUPPORT | 4 |
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| 4 | OTHER SERVICES..... | 6 |

ATTACHMENT 1: Key Personnel and Minimum Experience Requirements

1 PURPOSE

The Central Florida Expressway Authority (CFX) requires professional services of the General Engineering Consultant (GEC) in connection with general planning, design, engineering, management and other services for projects related to the development, determination of feasibility, planning, design, permitting, right-of-way acquisition, bidding, construction and maintenance of the CFX's existing and future system. This Scope of Services describes and defines those services.

2 OVERVIEW

CFX will request GEC services as described below on an as-needed basis. Services to be provided will be authorized and completed as directed by CFX's Chief of Infrastructure (or authorized designee) by means of individual Work Authorizations. CFX does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the GEC shall provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The GEC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out. Attachment "1" to this Scope of Services outlines the key personnel and minimum experience requirements necessary for the GEC services.

3 SERVICES

As requested by CFX, the GEC may perform the following tasks which are examples of the types of work to be required but are not intended to be all inclusive:

3.1 BOND COVENANT SERVICES SUPPORT

The Amended and Restated Master Bond Resolution, adopted February 3, 2003, which is incorporated herein by reference, requires CFX to engage a Consulting Engineer to perform all acts and carry out all duties necessary to supervise the acquisition and construction of all system projects of CFX. These acts and duties have been defined by CFX to include, but not be necessarily limited to:

- Monitoring the construction of projects financed with Bond Proceeds.
- Assisting CFX with approval of all expenditures from the Construction Fund.
- Advising and conferring with CFX concerning the budget for maintenance and repair of the CFX system.
- Making an annual independent inspection and report concerning the condition of the CFX system.

- Certifying for each fiscal year the amounts necessary for the funding of the Renewal and Replacement Fund.
- Certifying necessary amount of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the CFX system and certifying as to schedule and need for replacement or restoration.
- Certifying that any sale or lease of CFX property will not have a negative impact on the operation of the CFX system.
- Preparing an Engineer's Report for scheduled bond sales.
- Assisting CFX with preparation of an annual report recapping the overall prior year's performance.
- Attending meetings as required to carry out the above services.

3.2 ENGINEERING/DESIGN SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Review construction plans.
- Provide utility plans review and coordination.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Monitor existing and projected traffic volumes on the system.
- Collect and report data on traffic and accidents.
- Perform traffic engineering analysis necessary to evaluate existing conditions and plan future improvements throughout the system.
- Perform traffic engineering activities such as signal warrants, signal timings, traffic counts, modeling, speed studies, etc. as required.
- Coordinate with other agencies on traffic operation and safety issues.
- Review access management issues and provide recommendations.
- Provide construction cost estimates.
- Provide environmental permitting compliance monitoring and review.
- Provide permitting support for projects.
- Provide roadway signing and pavement marking concept development, review and design.

- Provide surveying and right-of-way mapping for projects.
- Provide right-of-way support for projects.
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.
- Provide architectural services.
- Attend meetings and site visits as required to carry out the above services.

3.3 PLANNING SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Perform reviews of adjacent development including Developments of Regional Impact.
- Provide support and participate in MetroPlan Orlando activities.
- Prepare the Systems Traffic Data and Statistics Manual and update annually.
- Assist in the technical review of the Traffic and Revenue Consultant's modeling.
- Prepare the Five-Year Work Plan including cash flow forecasting.
- Prepare project concept plans and reports as requested.
- Attend meetings and site visits as required to carry out the above services.

3.4 MAINTENANCE PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Provide engineering support to assist CFX's Maintenance Program with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide recommendation for CFX's Pavement Management Program based on FDOT data.
- Maintain a systemwide signing inventory and provide engineering support for the maintenance and replacement of signs.
- Perform Maintenance Rating Program (MRP) inspections using the criteria established in FDOT's Roadway and Roadside Maintenance procedure (Topic No. 850-000-015), the MRP procedure (Topic No. 850-065-002) and the MRP Handbook.

- Attend meetings and site visits as required to carry out the above services.

3.5 GENERAL PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Develop and maintain a file document control system.
- Provide project status reports and document meeting minutes.
- Develop briefing materials for CFX staff presentations to the Board of Directors as well as other agencies.
- Assist CFX staff with the development of presentations, technical papers, and publications for industry organizations and peer journals.
- Assist CFX staff in providing copies of files and plans to other agencies and the general public.
- Provide printing services as may be requested by CFX.
- Provide graphics services in support of CFX's Public Information Program and as may be requested by CFX.
- Furnish testimony and prepare trial exhibits in hearings and other litigation.
- Provide any needed support for legal activities (including expert witness activity).
- Attend meetings as required to carry out the above services.

3.6 WORK PLAN SUPPORT

The GEC may be authorized to perform the following in support of the development and implementation of the current and future Five-Year Work Plan projects:

- Professional services contract support.
- Landscaping support.
- Plans review for technical and specialty areas.
- Environmental permitting support.
- Right-of-way services support.
- Construction support.
- Design services.
- Survey and mapping support.
- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

3.7 MULTIMODAL/TRANSIT SUPPORT

The GEC may be authorized to perform the following in support of the development of multimodal/transit projects:

- Act as an advisor to CFX on multimodal/transit related projects including, but not limited to, fixed guideway, light rail, Bus Rapid Transit or Special Use Lane projects
- Oversight role for multimodal/transit concept development
- Oversight role for multimodal/transit final project development process

4 OTHER SERVICES


CFX may require professional services of the GEC for a wide range of planning, engineering, architectural, environmental, landscape architectural, environmental and registered land surveying in support of CFX's program areas of Plans Production, Construction, Roadway and Bridge Maintenance, Facilities Maintenance, Materials and Geotechnical Engineering not otherwise identified in the Contract to supplement or replace the services being provided to CFX by other consultants.

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#6**

MEMORANDUM

TO: CFX Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti


DATE: October 31, 2018

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on October 30, 2018.

- 1.Fiscal 2018 Physical Security Assessment
- 2.Fiscal 2018 Penetration Testing
- 3.Prior Audit Recommendations Follow-Up

Reviewed by:



Central Florida Expressway Authority

PHYSICAL SECURITY ASSESSMENT REPORT SUMMARY

June 30, 2018

Disclaimer

This report is intended solely for the use of management of Central Florida Expressway Authority ("Client" or "CFX") and is not to be used or relied upon by others for any purpose whatsoever. This report and the related findings and recommendations detailed herein provide management with information about the condition or risks and internal controls at one point in time. Future changes in environmental factors and actions by personnel may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Additionally, The Physical Security Assessment report contains information concerning potential physical security vulnerabilities. As such, the information within the report is exempt from public records disclosure pursuant to F.S. 282.318.

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| I. | Executive Summary |
| | Background..... |
| | Objectives, Scope, and Approach..... |
| | Summary of Results |

I. Executive Summary

Background

During the period of June 18, 2018 through June 30, 2018 Protiviti conducted a physical security assessment of the Central Florida Expressway Authority (CFX) headquarters building located at 4974 Orl Tower Road, Orlando, FL 32807. This assessment was specifically targeted to identify areas of potential vulnerability or compromise and determine the current level of threat to the facility.

Objectives, Scope, and Approach

The objectives of the assessment were to provide guidance developing policies and procedures to improve the physical security practices for the headquarters office building, property, and seek to identify physical security practices commensurate with leading practices in the state of Florida. The assessment also included a review of workplace safety laws and legally permissible practices to control weapons on CFX property. This assessment was specifically targeted to identify areas of potential vulnerability or compromise and determine the current level of threat to the facility, with a focus on controlling weapons legally and illegally entering the building premises. Furthermore, Protiviti identified Best Practice Standards which could be implemented at the CFX headquarters office building and property.

During the assessment Protiviti focused on the following:

- Perimeter area of the facility to include all access control points, outside facility parking lot areas, external facility lighting; and shipping/receiving area.
- All internal areas of the building to include access control points from the lobby into the heart of the facility, CCTV System (cameras, alarm/intrusion)
- Review of Policy and Procedures pertaining to workplace safety laws and legally permissible practices to control weapons on CFX property.
- Review of current plans, drawings, and other related documents pertaining to the facility, to include any proposed construction projects.
- Review of current crisis response policies and procedures including evacuation plans, emergency preparedness plans, disaster recovery plans, visitor/vendor escort procedures, staff/vendor due diligence procedures, and other pertinent corporate policies/procedures.
- Review pertinent employee training programs to include any training on workplace violence and active shooter response training.
- Interviews with outside law enforcement officials with a focus on "Best Practices" with respect to restricting weapons and reducing risk through the enhancement of current security practices.

Summary of Results

CFX has implemented multiple layers of security procedures and measures designed to protect their people, assets, proprietary information and organization brand. Areas where CFX is successfully utilizing best security practices were highlighted in the report. In addition, Internal Audit highlighted areas of potential vulnerability and considerations for CFX to further mitigate risk and improve its physical security posture, to help further enhance the existing measures already in place at its headquarters.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY PENETRATION TEST REPORT SUMMARY

October 17, 2018

Disclaimer

This report is intended solely for the use of management of Central Florida Expressway Authority ("Client" or "CFX") and is not to be used or relied upon by others for any purpose whatsoever. This report and the related findings and recommendations detailed herein provide management with information about the condition or risks and internal controls at one point in time. Future changes in environmental factors and actions by personnel may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

This report presents the results of an External and Internal Penetration Test performed by Protiviti during June 2018. The scope of the review was limited to specific target systems which were agreed upon during project scoping. This executive summary report is designed for the reader to understand the level of security assessed, to identify security deficiencies, to identify areas of strength and weakness, and to develop a course of action to correct vulnerabilities and mitigate associated risks.

Penetration testing is an uncertain process which is based upon past experiences, currently available information, and known threats. It should be understood that all information security systems, which by their nature are dependent on their human operators, are vulnerable to some degree. Therefore, while the team believes to have identified the major security vulnerabilities on the systems analyzed, there can be no assurance that any exercise of this nature will identify all possible vulnerabilities or propose exhaustive and operationally viable recommendations to mitigate those exposures. This report identifies known vulnerabilities that were detected during the test period; new devices, configuration changes and new/future vulnerabilities were not tested. While the matters presented herein are the result of the review, had additional procedures been performed, other matters may have been identified that would have been reported to CFX.

Additionally, this report contains information concerning potential vulnerabilities of CFX's network(s)/system(s) and methods for exploiting them. The team recommends that special precautions be taken to protect the confidentiality of both this document and the information contained herein.

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| Summary of Results | 2 |

I. Executive Summary

Background

As part of the 2018 Internal Audit plan, Protiviti performed both an internal and external penetration test against systems that were not within the Payment Card Industry ("PCI") environment, nor within the Intelligent Transportation Systems ("ITS") environment. The tests focused on simulating what actions an attacker would attempt both from the internet, and from within CFX's internal network.

Fieldwork was performed remotely from Protiviti security lab in Philadelphia, PA between June 13, 2018 and June 29, 2018.

Objectives and Scope

The objective of the engagement was to present a reasonable example of what an attacker could accomplish in a similar scenario. As such, Protiviti attempted to identify security vulnerabilities, circumvent security controls, and execute authorized exploits within the organization's environment. Emphasis was placed on assessing the configurations and controls that restrict unauthorized users from accessing CFX systems and the critical business data contained therein, along with testing controls that prevent users from escalating access to other areas of CFX technology environment.

The scope of the penetration test included the following:

- **External Penetration Test** – Performed network discovery and testing against CFX's internet-facing (external) assets in an attempt to identify exploitable weaknesses by a user who did not have physical access to CFX's office and/or internal network.
- **Internal Penetration Test** – Performed network discovery and testing against CFX's internal network environment in an attempt to identify exploitable weaknesses to gain unauthorized access to systems and data.



Approach

Penetration testing is a goal-driven exercise where Protiviti attempts to emulate a real-world attacker in order to obtain a specific objective. Therefore, Protiviti worked with CFX to establish the following goal(s) and target(s) for this assessment:

- Access the internal network by compromising externally-accessible systems.
- Obtain Domain Administrator access to CFX's Active Directory domain(s).
- Obtain server-level access to CFX's internal systems.
- Obtain access to sensitive data on CFX systems including: intellectual capital, personally identifiable information (PII), financial data, etc.

Summary of Results

During this penetration test, Protiviti discovered Critical, High, and Medium priority vulnerabilities within the CFX environment. Management has already implemented actions to remediate the Critical and High priority vulnerabilities, and is currently working to remediate the Medium priority vulnerabilities.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Prior Audit Recommendations Follow-Up
September 30, 2018

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

EXECUTIVE SUMMARY



Overview

As part of the Fiscal Year 2019 Internal Audit plan, Internal Audit performed a review of open audit recommendations from prior audit reports to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:



| | |
|--|--|
| 2013 Toll Revenue Audit | 2018 TRAILS Program Review |
| 2017 Public Records Review | 2018 Safety and Maintenance Compliance |
| 2017 Customer Service Center Performance Assessment | 2018 Procurement and Contract Billing Audits |
| 2017 Human Resources Process Review | 2018 Pay By Plate Audit |
| 2017 Business Continuity Management Review | 2018 IT General Controls Review |
| 2017 Change Management - TSR Audit | 2018 Ethics Policy Compliance Review |
| 2018 Information Security Risk Assessment - Phase II | |

Internal Audit last reviewed the status of open audit recommendations in January 2018. Results were reported to the Audit Committee at that time.




Objectives, Scope, and Approach

This review was completed as of September 30, 2018 and consisted of meetings with management to determine the status of open audit recommendations and testing of management's response and status. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of January 15, 2018, no further work was performed and the recommendation was not included for review.

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

EXECUTIVE SUMMARY

|  Recommendations Summary | | | | | |
|--|-----------------------------------|---------------------|--|---|----------|
| Audit | Open as of January 15, 2018 | New Action Plans | Completed as of September 30, 2018 | In Progress as of September 30, 2018* | Past Due |
| 2013 Toll Revenue Audit | 1 | 0 | 0 | 1 | 1 |
| 2017 Public Records Review | 3 | 0 | 3 | 0 | 0 |
| 2017 Customer Service Center Performance Assessment | 2 | 0 | 1 | 1 | 1 |
| 2017 Human Resources Process Review | 3 | 0 | 3 | 0 | 0 |
| 2017 Business Continuity Management Review | 2 | 0 | 0 | 2 | 2 |
| 2017 Change Management - Tolling System Replacement Audit | 1 | 0 | 0 | 1 | 0 |
| 2018 Information Security Risk Assessment – Phase II | 0 | 3 | 3 | 0 | 0 |
| 2018 TRAILS Program Review | 0 | 2 | 2 | 0 | 0 |
| 2018 Safety and Maintenance Compliance | 0 | 5 | 2 | 3 | 0 |
| 2018 Procurement and Contract Billing Audits | 0 | 1 | 1 | 0 | 0 |
| 2018 Pay By Plate Audit | 0 | 5 | 0 | 5 | 0 |
| 2018 IT General Controls Review | 0 | 4 | 3 | 1 | 0 |
| 2018 Ethics Policy Compliance Review | 0 | 2 | 2 | 0 | 0 |
| Total | 12 | 22 | 20 | 14 | 4 |

*14 recommendations are classified as "In Progress." 4 of these recommendations are considered "Past Due."

STATUS OF PAST DUE RECOMMENDATIONS

| # | Audit | Management Action Plan | Responsible Party | Summary of Status | Due Date |
|---|--|---|---|---|---|
| 1 | 2013 Toll Revenue Audit | <p>Potential Revenue Leakage/Toll Collections Audit:</p> <p>The Authority currently has this recommendation as a function in the planned Toll System Replacement project that is currently ongoing at this time. The Authority would expect to have the new system in place and operating by July 1, 2015.</p> | David Wynne, Director of Toll Operations | <p>Internal Audit met with Dave Wynne, Director of Toll Operations on September 25, 2018 to inquire about the status of the automation of Toll Attendant's shift record logs. Per discussion with Dave Wynne, Director of Toll Operations, this recommendation is planned to be implemented as a function of the Toll System Replacement (TSR) project. However, given the delays surrounding the TSR project, CFX is currently reviewing this action plan to determine if it is among the critical priorities involved in the TSR project and if the automation of this process will continue to be included in the project scope. As it stands, management expects this action plan to be implemented by the second revised date or removed from scope of the project completely.</p> | <p>Original: 7/1/15</p> <p>Revised: 12/31/17</p> <p>Revised: 12/31/19</p> |
| 2 | 2017 Customer Service Center Performance Assessment | <p>Intelligent Voice Response (IVR) Solution:</p> <p>CFX has identified a Call Path Report within IVR that consists of historical graph, error reporting, and service utilization. CFX will work with the third party contact center vendor to provide data in an acceptable format and provide an internal link for Toll Operations to access the data.</p> | Corey Quinn, Chief of Technology and Operations | <p>Per discussion with Corey Quinn, Chief of Technology and Operations, CFX is currently working with a third party to provide IVR reporting/monitoring data. The scope has recently expanded on the project due to CFX's desire to analyze the IVR data to identify common issues and trends, including an optional customer survey.</p> <p>However, due to external factors, CFX has had to deprioritize the implementation of customer surveys. CFX expects these surveys to be implemented by the revised due date.</p> | <p>Original: 4/30/18</p> <p>Revised: 7/15/19</p> |

STATUS OF PAST DUE RECOMMENDATIONS

| # | Audit | Management Action Plan | Responsible Party | Summary of Status | Due Date |
|---|--|--|---|---|--|
| 3 | 2017 Business Continuity Management Review | Crisis Management Plan: Management will formally document a Crisis Management Plan. | Evelyn Wilson, Director of Human Resources CFX Crisis Management Team ("CMT") CFX Executive Management | Per discussion with Michelle Maikisch, Chief of Staff and Public Affairs Officer, CFX has hired a Facilities Maintenance Supervisor, but due to delays caused by onboarding and Hurricane Irma in 2017, the Supervisor may not be able to complete the Crisis Management Plan by the original revised due date. The due date has been revised again to reflect the most up-to-date project timeline to complete a Crisis Management Plan. | Original: 12/31/17 Revised: 10/31/18 Revised: 3/31/19 |
| 4 | 2017 Business Continuity Management Review | Crisis Management Testing: Management will create a crisis management testing program. | Evelyn Wilson, Director of HR Michelle Maikisch, Chief of Staff | Per discussion with Michelle Maikisch, Chief of Staff and Public Affairs Officer, CFX has hired a Facilities Maintenance Supervisor, but due to delays caused by onboarding and by Hurricane Irma in 2017, the Supervisor was unable to complete the crisis management testing program by the original due date. The due date has been revised again to reflect the new expected completion date. | Original: 12/31/17 Revised: 10/31/18 Revised: 3/31/19 |

STATUS OF ALL OPEN RECOMMENDATIONS

STATUS OF ALL OPEN RECOMMENDATIONS

2013 Toll Revenue Audit

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|--|------------------------|---|---|
| Potential Revenue Leakage/Toll Collections Audit: The Authority currently has this recommendation as a function in the planned Toll System Replacement project that is currently ongoing at this time. The Authority would expect to have the new system in place and operating by July 1, 2015. | David Wynne, Director of Toll Operations | In Progress (Past Due) | Internal Audit met with Dave Wynne, Director of Toll Operations on September 25, 2018 to inquire about the status of the automation of Toll Attendant's shift record logs. Per discussion with Dave Wynne, Director of Toll Operations, this recommendation is planned to be implemented as a function of the Toll System Replacement (TSR) project. Given the delays surrounding the TRS project, CFX is currently reviewing this action plan to determine if it is among the critical priorities involved in the TSR project and if the automation of this process will continue to be included in the project scope. As it stands, management expects this action plan to be implemented by the second revised date or removed from scope of the project completely. | Original: 7/1/15 Revised: 12/31/17 Revised: 12/31/19 |

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Public Records Review

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|---|----------|--|---|
| Records Management Policy and Procedures: CFX will develop a revised policy and desktop procedures to clearly state the direction of the Records Management function and clearly define and document key aspects of CFX's records management activities currently in place. | Michelle Maikisch, Chief of Staff | Complete | Per discussion with Tim O'Toole, Records Administrator, desktop procedures have been produced and documented around all current records management processes. As new processes and procedures emerge regarding records management, the Public Records department creates new "How To" guides with step-by-step instructions on how information is to be handled. The revised policy was completed and reviewed by Internal Audit as part of the August 2017 Prior Audit Follow-Up review. See August 2017 Prior Audit Follow-Up for further detail. | Policy revision: 6/30/17 (Complete) Desktop procedures: 6/30/18 |
| Records Management Database: CFX will research solutions to replace the records management database and will include the procurement of a new database in the budget for the next fiscal year. | Michelle Maikisch, Chief of Staff Corey Quinn, Chief of Technology/ Operations | Complete | Per discussion with Tim O'Toole, Records Administrator, CFX is currently utilizing Office 365's Exchange, SharePoint and OneDrive functions for the storage of data in electronic copy. An electronics communication policy has been implemented detailing the storage of all records on site. Currently all records are being stored for 10 years within Office 365. Items with discretionary saving periods longer than 10 years are maintained within CFX's archives. | Original: 6/30/18 Revised: 9/30/18 |
| Electronic Public Records Destruction: CFX will establish a systematic destruction process for each type of electronic technology. The process will be documented in the policies and desktop procedures. CFX will explore e-mail management tools available to assist with the destruction process. | Michelle Maikisch, Chief of Staff | Complete | Per discussion with Tim O'Toole, Records Administrator, CFX has recently implemented an Electronics Communication Management Policy that addresses the storage and destruction of all electronic information and communication retained by CFX. The policy calls for a minimum of 10 years retention and utilizes Office 365 to systematically destroy all records older than 10 years on a daily basis. | Original: 6/30/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Customer Service Center Performance Review

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|--|------------------------|---|---|
| Business Analytics/Performance Monitoring: CFX Toll Operations will identify a number of key performance indicators for performance monitoring that will be displayed on the dashboards within the contact center. CFX will also determine the frequency of measurement to be displayed on the dashboards (real-time, weekly, monthly metrics, etc.). In addition, CFX will work with the third party contact center vendor to create business analytics related to the content of the dashboards. | David Wynne, Director of Toll Operations Corey Quinn, Chief of Technology and Operations | Complete | Per discussion with Chief of Technology and Operations and Director of toll Operations, a Business Intelligence analyst was hired by CFX in 2017 to explore options to automate the collection and reporting of KPIs. As of September 24, 2018, a Microsoft Power BI dashboard is being implemented by EGIS for CFX's Avaya phone system. The dashboard is produced by EGIS and feeds call data to the IVR system. EGIS utilizes the BI dashboard every month to determine the volume of incoming calls and wait times. Dashboards are able to be displayed on monitors within the contact center showing various KPIs based on management's preference, along with real time CSR statistics and queue times. Additionally, Customer Service Representatives have to ability to manually log metrics after every call. | Original: 4/30/18 |
| Intelligent Voice Response (IVR) Solution: CFX has identified a Call Path Report within IVR that consists of historical graph, error reporting, and service utilization. CFX will work with the third party contact center vendor to provide data in an acceptable format and provide an internal link for Toll Operations to access the data. | Corey Quinn, Chief of Technology/ Operations | In Progress (Past Due) | Per discussion with Corey Quinn, Chief of Technology and Operations, CFX is currently working with a third party to provide IVR reporting/monitoring data. The scope has recently expanded on the project due to CFX's desire to analyze the IVR data to identify common issues and trends, including an optional customer survey. However, due to external factors, CFX has had to deprioritize the implementation of customer surveys. CFX expects these surveys to be implemented by the revised due date. | Original: 4/30/18 Revised: 7/15/19 |

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Human Resources Process Review

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|--|----------|--|---------------------|
| Merit-Based Compensation: 1. CFX will define which performance evaluation scores are considered above average, average, and below average. 2. CFX will define the merit adjustment percentages to be assigned to above average, average, and below average performers annually. The merit adjustment percentages and the performance evaluation scores required to earn each adjustment will be communicated to employees in order to enhance the goal-setting process. 3. CFX executive team will schedule the annual performance evaluation review prior to distribution of final performance evaluation scores to ensure the supervisor evaluation style is homogenized. | Evelyn Wilson, Director of HR Michelle Maikisch, Chief of Staff | Complete | 1. CFX has informally defined a range of performance evaluation scores considered above average, average, and below average. 2. CFX has defined the merit adjustment to be assigned to each range of performance evaluation scores as part of the budgeting process in April. 3. The CFX executive team has reviewed all performance evaluations before results were distributed to employees. | Original: 7/1/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Human Resources Process Review (Continued)

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|--|----------|--|---------------------|
| Document HR Redundancy Plan: CFX Management will develop a redundancy plan strategy based on the current organization structure. For all department heads and executives, CFX will determine the necessary expertise required to fill the role, and will designate a position to perform the role's critical duties on an interim basis in the event of a planned or unplanned vacancy. | Michelle Maikisch, Chief of Staff | Complete | CFX has reviewed the organizational chart and identified positions requiring similar expertise to department head and executive positions. The HR department has performed further analysis to refine and formally document the redundancy plan. | Original: 7/1/18 |
| Knowledge Management Plan: CFX will conduct a risk assessment to determine the prioritization of department's implementation of a knowledge management plan. However, based on the most recent entity-wide risk assessment performed in FY2017, CFX will focus initial knowledge management efforts on the Information Technology (IT) department. Additionally, knowledge sharing will be included in the teamwork aspect of annual performance evaluations. | Michelle Maikisch, Chief of Staff and Public Relations Corey Quinn, Chief of Technology & Operations Jim Greer, Director of IT | Complete | Per discussion with Jim Greer, Director of IT, and Corey Quinn, Chief of Technology and Operations, the following items have been implemented to support the management action plan of knowledge sharing within the Information Technology (IT) department: <ul style="list-style-type: none"> • Utilized two current employees to diversify duties assigned to Manager of VES & Special Projects • Hired two employees with specific responsibility for system administration duties • Hired contractors as backup resources to ensure against duties being postponed due to absence • Implemented Office 365 with knowledge sharing base • Removed IT implementers from TransCore duties to allow for more specialized focus on CFX IT initiatives • IT has begun including knowledge sharing in the teamwork aspect of annual performance reviews | Original: 7/1/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Business Continuity Management Review

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|---|-------------|--|--|
| Crisis Management Testing: Management will create a crisis management testing program. | Evelyn Wilson, Director of HR Michelle Maikisch, Chief of Staff | In Progress | Per discussion with Michelle Maikisch, Chief of Staff and Public Affairs Officer, CFX has hired a Facilities Maintenance Supervisor, but due to delays caused by onboarding and by Hurricane Irma in 2017, the Supervisor was unable to complete the crisis management testing program by the original due date. The due date has been revised again to reflect the new expected completion date. | Original: 12/31/17 Revised: 10/31/18 Revised: 3/31/19 |
| Crisis Management Plan: Management will formally document a Crisis Management Plan. | Evelyn Wilson, Director of Human Resources CFX Crisis Management Team ("CMT") CFX Executive Management | In Progress | Per discussion with Michelle Maikisch, Chief of Staff and Public Affairs Officer, CFX has hired a Facilities Maintenance Supervisor, but due to delays caused by onboarding and Hurricane Irma in 2017, the Supervisor may not be able to complete the Crisis Management Plan by the original revised due date. The due date has been revised again to reflect the most up-to-date project timeline to complete a Crisis Management Plan. Additionally, CFX has hired an armed security guard to survey the front desk area and address security concerns within the building. | Original: 12/31/17 Revised: 10/31/18 Revised: 3/31/19 |

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Tolling System Replacement Audit

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|---------------------------------------|-------------|--|---|
| TSR Vulnerability Scans : Management will remediate the Medium vulnerabilities near the completion of the TSR project. | Corey Quinn, Chief Technology Officer | In Progress | Per discussion with Corey Quinn, Chief of Technology and Operations, the remediation of these vulnerabilities is contingent upon the Toll System Replacement project completion. Due to external factors affecting the priorities of IT project completion, the due date of Tolling System Replacement has been revised to September 2020. | Original: 6/30/19 Revised: 9/30/20 |

2018 Information Security Risk Assessment – Phase II: **Exempt F.S.282.318**

STATUS OF ALL OPEN RECOMMENDATIONS

2018 TRAILS Program Review

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|--|----------|--|----------------------|
| <p>Starting Cash and Transponder Management:</p> <p>CFX will enhance the training of the Toll Service Supervisor to reinforce the dual signature policy. The Toll Service Supervisor and the Toll Tag Service Attendant will verify the starting cash and transponder inventory, reconcile ending cash and transponder inventory to the system generated sales report at the end of the shift, and sign the Daily Transponder Log, Change Fund and Receipt Log, and Sales Report as evidence.</p> <p>CFX will also review the contingency staffing procedures to determine the appropriate modifications required to ensure adequate supervision during each shift. In the rare event that another party is unavailable to provide a dual signature (e.g. emergency situation), the employee will be required to provide a fully documented written statement of why the logs could not be signed by a second party.</p> | David Wynne, Director of Toll Operations | Complete | Per discussion with David Wynne, Director of Toll Operations, updated standard operating procedures were implemented in February 2018 to address the findings related toll plaza staffing. Within the updated procedures, coverage over toll tag attendant check in/check out has been increased and a list of all items requiring dual signature has been included. | Original: 2/28/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2018 TRAILS Program Review (Continued)

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|--|----------|---|----------------------|
| Accuracy of Customer Account Data: Management will continue to work with TransCore to develop and deploy a patch to remediate this issue | Corey Quinn, Chief of Technology and Operations Jim Greer, Director of IT | Complete | Per discussion with Jim Greer, Director of IT, CFX adjusted the timing of triggers within the tolling equipment's coding. This adjustment, made in June 2018, helps to reduce the instance of data lag. Additionally, per discussion Corey Quinn, Chief of Technology and Operations, additional cameras that are not part of the antenna system have been added to view license plates. These cameras' images display on an additional screen within the toll attendant's booth. These additional cameras act as a cross check so that the toll attendant can determine when the data is lagging based on the license image shown on the display. | Original: 6/30/18 |

2018 Procurement and Contract Billing Audits

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|---|----------|---|----------------------|
| Billing Compliance Checklist: CFX will ensure the Contract Support Specialist utilizes a billing compliance checklist to aide in the review of contractor invoices. CFX will leverage the billing compliance checklists already developed in the construction and engineering departments as a template.. | Corey Quinn, Chief of Technology and Operations | Complete | Protiviti verified through inspection that a step-by-step manual has been implemented for the billing compliance process. | Original: 6/30/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Safety and Maintenance Compliance Audit

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|---|-------------|---|-----------------------|
| Quality Assurance Procedures: The Director of Maintenance has included a Quality Assurance Program contractor within the fiscal 2019 budget request. The contractor would conduct quality assurance reviews of work performed by maintenance contractors, review Right of Entry permits, conduct daytime and nighttime inspections, oversee major repairs, and conduct field verification for compliance with utility permits in order to enhance the Maintenance and Safety Quality Assurance process. | Donald Budnovich, Director of Maintenance | In Progress | Per discussion with Donald Budnovich, Director of Maintenance, the request for the Quality Assurance Program contractor was not approved as a part of the FY19 budget. The maintenance department was, however, given approval to hire an employee to assist in quality assurance efforts. The employee, Matt Lewis, was hired on 8/1/2018. With the addition of a third inspector, CFX has been able to reassign duties within the maintenance department and allow for the capacity to perform quality assurance duties in the field. The maintenance department is currently working to define a 3-tier quality assurance process that would be performed, ideally, 3 - 5 times per week. This process is expected to be finalized prior to the original due date. | Original: 12/31/18 |
| Internal Maintenance & Safety Policies and Procedures: The Director of Maintenance will document written policies and procedures for CFX's maintenance and inspection program in the Maintenance and Safety Procedures Manual. The Manual will be published on SharePoint and reviewed and updated at least annually. | Donald Budnovich, Director of Maintenance | In Progress | Per inspection of the CFX Maintenance Procedure Manual - 2018, obtained from Donald Budnovich, Director of Maintenance, Internal Audit verified that the manual contains a section designated to Maintenance Procedures for Roadways, addressing the following: a. Incident Response Procedures b. Safety c. Incident Management Plan d. Bridge and Overhead Sign Inspection e. BrM and Electronic Document Management System Access f. FDOT Work Order Management e. QA/IA Program Per the Director of Maintenance, the manual as a whole is currently in draft form but is expected to be finalized and available on SharePoint by the original due date. | Original: 12/31/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Safety and Maintenance Compliance Audit (Continued)

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|---|----------|---|----------------------|
| MRP Deduction Calculation Review: The Director of Maintenance will incorporate a procedure to document MRP deduction recommendations and actual deductions applied into the Maintenance and Safety Procedures Manual. | Donald Budnovich, Director of Maintenance | Complete | Per inspection of the CFX Maintenance Procedure Manual - 2018, obtained from Donald Budnovich, Director of Maintenance, Internal Audit verified that a process flow depicting the Maintenance Rating Program Procedures has been incorporated into the latest version of the manual. | Original: 9/30/18 |
| Delinquent Work Order Review: The Director of Maintenance will incorporate a procedure into the Maintenance and Safety Procedures Manual for the Senior Roadway Inspector to review all completed work orders at quarter-end and provide recommendations of any penalties to the Director of Maintenance for review and sign-off. The review is anticipated to be completed by 30 days after each quarter-end. | Donald Budnovich, Director of Maintenance | Complete | Per inspection of the CFX Maintenance Procedure Manual - 2018, obtained from Don Budnovich, Director of Maintenance, Internal Audit verified that the manual contains a section to address FDOT Work Order Management. The process is defined within the manual and is accompanied by a process flow depicting the work order review and penalty assessment process. Per discussion with the Director of Maintenance, work orders will be reviewed quarterly and penalties/deductions assessed bi-annually. | Original: 9/30/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Safety and Maintenance Compliance Audit (Continued)

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|---|-------------|---|----------------------|
| Asset Tracking: CFX will develop an annual process to verify asset accuracy and update the asset tracking spreadsheet for ongoing construction projects. The process will be recorded in the Maintenance and Safety Procedures Manual. In addition, CFX will determine the best information management tool or options to store and maintain asset information. | Donald Budnovich, Director of Maintenance | In Progress | Per discussion with Donald Budnovich, Director of Maintenance, each asset is being updated within the asset tracking spreadsheet as work orders for the asset are received. Each time the spreadsheet is updated, a new version is saved to increase the ease and accuracy of tracking from one period to the next. | Original: 6/30/19 |

2018 Pay by Plate Audit

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|--|-------------|---|---|
| Image Processing Reports: TransCore is in the process of refining the image 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. | David Wynne, Director of Toll Operations | In Progress | Per discussion with David Wynne, Director of Toll Operations, the reports are in the development stages and are becoming more frequently available as the system's functionality increases. This management action plan is expected to be implemented by the original due date. | Original: 12/31/18 Revised: 12/31/19 |

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Pay By Plate Audit (Continued)

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|---|-------------|--|----------------------|
| <p>Pay By Plate Program Management Procedures :</p> <p>The Director of Toll Operations, the Manager of E-PASS and Plaza Operations, and the Manager of VES and Special Projects will document written procedures for CFX's Pay By Plate program to address the clearly define the review and monitoring control activity. The procedures will be reviewed and updated at least annually and published on SharePoint.</p> | <p>David Wynne, Director of Toll Operations</p> <p>Paul Schatz, Manager of VES and Special Projects</p> | In Progress | Per discussion with Paul Schatz, Manager of VES and Special Projects, the algorithms for the new system are currently being developed. Once the algorithms are finalized, CFX will be able to effectively document the process by which tolling transactions are reviewed and monitored. This management action plan is expected to be implemented by the due original due date. | Original: 6/30/19 |

User Access Review :

Redacted F.S.282.318

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Pay By Plate Audit (Continued)

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|-------------------|--------|-------------------|----------|
| User Accounts: Redacted F.S.282.318 | | | | |

Backup Job and Batch Job
History:

Redacted F.S.282.318

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Information Technology General Controls Review

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|-------------------|--------|-------------------|----------|
| User Reviews: Redacted F.S.282.318 | | | | |

User Authentication:

Redacted F.S.282.318

| | | | | |
|--|--|--|--|--|
| System Accounts: Redacted F.S.282.318 | | | | |
|--|--|--|--|--|

Job History:

Redacted F.S.282.318

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Ethics Policy Compliance Review

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|--|---|----------|--|----------------------|
| <p>Potential Conflict Disclosure Requirements:</p> <p>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.</p> <p>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.</p> | <p>Joe Passiatore, General Counsel</p> <p>Lisa Lombard, CFO</p> | Complete | Internal Audit obtained a copy of formal written procedures surrounding the completion of annual CFX Potential Conflict Disclosure forms from Linda Lanosa, Deputy General Counsel. Internal Audit verified through inspection that the document effectively outlines 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. | Original: 9/30/18 |

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Ethics Policy Compliance Review (Continued)

| Management Action Plan | Responsible Party | Status | Summary of Status | Due Date |
|---|---|----------|--|----------------------|
| <p>Communication and Awareness:</p> <p>1. CFX has updated the Code of Ethics published with the Legal page of the CFX website.</p> <p>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.</p> <p>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.</p> | Angela Melton, Communications Manager | Complete | <p>Internal Audit obtained several documents detailing schedules and procedures around website content updating from Angela Melton, Communications Manager, and verified the following through inspection:</p> <p>1. CFX has updated the Code of Ethics published with the legal page of the CFX website.</p> <p>2. The Communications department reviewed all individuals with access to CFX's website. From the results of the review, the Communications department documented a listing of all users with access as well as their level of access to CFX's website. Additionally, the listing includes a written procedure regarding the review and approval requests for new user access.</p> <p>3. The Communications team has created a department-by-department schedule pertaining to all departments with pages on the CFX website. The schedule details the department name, each sub-page maintained for the department, recurring dates of review, and whether or not each department head needs assistance posting to the website. The schedule is maintained by Kelli Biandudi, Communications Coordinator, on the R-drive in the marketing directory, to which only the Communications team and C-level employees have access.</p> | Original: 9/30/18 |

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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**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 
Deborah D. Keeter, Dewberry Engineers, Inc. 

DATE: October 24, 2018

RE: State Road 528, Multi-Modal Corridor, Project: 1240, Parcel 109
Amendment to Reciprocal Access and Utility Easement Agreement

BACKGROUND

As part of the widening of State Road 528 to accommodate a multi-modal corridor, a number of parcels were acquired. Parcel 109 was acquired subject to a Reciprocal Access and Utility Easement Agreement between Farmland Reserve and Lockheed Martin, referred to as the "FR Easement." The FR Easement has a width of one hundred feet (100'). In the same general area, there is another easement in favor of the City of Cocoa, referred to as the "Cocoa Easement." The Cocoa Easement also has a width of one hundred feet (100'). The two easements overlap by a width of fifty feet (50').

The parties wish to realign the FR Easement within Parcel 109 to encumber basically the same footprint as the Cocoa Easement. This realignment is necessary to clear the title for the multi-modal corridor and to facilitate the review of the plans for the intercity passenger rail corridor. In addition, the legal description in the original FR Easement included property, referred to as the "CFX Property," that should not have been included because the property was owned by CFX at the time. The CFX Property was north of the then existing south limited access right of way line. This Amendment also clears the cloud on the CFX Property created by the incorrect legal description.

REQUESTED ACTION

We respectfully request that the CFX Board approve the attached Amendment to Reciprocal Access and Utility Easement Agreement.

The Right of Way Committee recommended approval on October 24, 2018.

ATTACHMENTS

Exhibit A. Amendment to Reciprocal Access and Utility Easement

Reviewed by: 

Prepared by and after
Recording return to:

Ambarina Perez, Esq.
117 NE 1st Avenue, 11th Floor
Miami, Florida 33132

space above this line for recording information

**AMENDMENT TO RECIPROCAL
ACCESS AND UTILITY EASEMENT AGREEMENT**

THIS AMENDMENT TO RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT (this "Amendment") is made as of the ____ day of _____, 2018, by and among **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes, whose address is 4974 ORL- Tower Road, Orlando, Florida 32807 (the "CFX"), **LOCKHEED MARTIN CORPORATION**, a Maryland corporation, whose address is c/o LMC Properties, Inc., Suite 1400, 100 South Charles Street, Baltimore, Maryland 21201, Attention General Counsel ("LM") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation, whose address is 79 S. Main Street, Suite 1000, Salt Lake City, Utah 84111 ("FR").

RECITALS:

WHEREAS, LM and FR entered into that certain Reciprocal Access and Utility Easement Agreement dated December 15, 2006 and recorded December 27, 2006 in Official Records Book 9034, Page 2957, of the Public Records of Orange County, Florida (the "Original Easement Agreement");

WHEREAS, FR conveyed a portion of the FR Land (as defined in the Original Easement), including, without limitation, a portion of the FR Road (as defined in the Original Easement) to CFX pursuant to that certain Special Warranty Deed dated December 16, 2015, recorded December 17, 2015 in Official Records Book 11029, Page 6485 of the Public Records of Orange County, Florida;

WHEREAS, the parties hereto wish to amend the Original Easement Agreement by releasing a portion of the FR Road described in the Original Easement Agreement, and by realigning a portion of the FR Road; and

WHEREAS, CFX owns the Release Property (as hereinafter defined) and the Realignment Property (as hereinafter defined).

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CFX, LM and FR hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein and made a part hereof by this reference.

2. FR Road. The legal description of FR Road (as described in the Original Easement Agreement) is hereby amended as follows: (i) by releasing therefrom in its entirety the land more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Release Property"), and (ii) by adding thereto the lands more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "Realignment Property").

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law provisions.

4. Modifications. Except as modified herein, the parties hereby ratify and reaffirm all of the terms, conditions and covenants of the Original Easement Agreement and hereby acknowledge that the Original Easement Agreement as modified hereby remains in full force and effect.

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

[Signatures are on the following pages]

Signed, sealed and delivered
In the presence of:

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a body corporate and politic
existing pursuant to Chapter 348, Florida
Statutes

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of _____, 2018 by
_____, as _____ of Central Florida Expressway Authority, a body corporate and
politic existing pursuant to Chapter 348, Florida Statutes. He / She is personally known to me or
has produced _____ as identification.

Name: _____
Notary Public, State and County aforesaid
My Commission Expires: _____
Commission No. _____

[Signatures continue on next page]

Signed, sealed and delivered
In the presence of:



Name: James Damm



Name: Mary Patricia Barr

LOCKHEED MARTIN CORPORATION,
a Maryland corporation

By LMC Properties, Inc. Pursuant to
Irrevocable Power of Attorney dated April 4,
2016

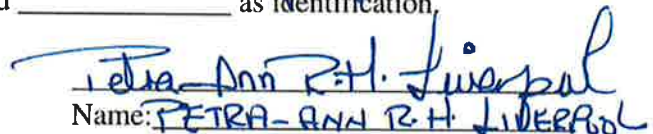
By: 

Name: Thomas M Green

Title: Sr. Manager - Real Estate

STATE OF Maryland
COUNTY OF Baltimore

The foregoing was acknowledged before me this 25th day of July, 2018 by
Thomas M. Green Sr. Manager, RE of Lockheed Martin Corporation, a Maryland corporation. (He)
She is personally known to me or has produced _____ as identification.



Name: PETRA-ANN R.H. LIVERPOOL

Notary Public, State and County aforesaid

My Commission Expires: December 22, 2018

Commission No. _____

PETRA-ANN R.H. LIVERPOOL
Notary Public
Howard County
Maryland
My Commission Expires Dec 22, 2018

Signed, sealed and delivered
In the presence of:

[Signature]
Name: Kent Jorgensen

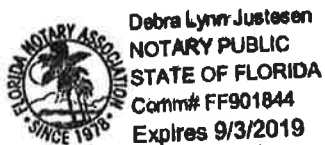
Debra Justesen
Name: Debra Justesen

FARMLAND RESERVE, INC.,
a Utah non-profit corporation

By: [Signature]
Name: K. Erik Jacobsen
Title: Pres.

STATE OF Florida
COUNTY OF Osceola

The foregoing was acknowledged before me this 31 day of August, 2018 by
K. Erik Jacobsen as President of Farmland Reserve, Inc., a Utah non-profit corporation. He /
She is personally known to me or has produced _____ as identification.



Debra Lynn Justesen
Name: Debra Lynn Justesen
Notary Public, State and County aforesaid
My Commission Expires: 09/03/19
Commission No. FF901844

EXHIBIT "A"

Release Property

[see legal description and sketch on the following two (2) pages]

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528**

PROJECT No. 528-1240

PARCEL No.

PURPOSE: *Partial release of existing easement*
ESTATE:

A parcel of land lying in Section 35 Township 23 South, Range 32 East, Orange County, Florida, being a portion of those lands described in Exhibit "C" in Official Records Book 09034 at Page 2957 of the Public Records of Orange County, Florida, lying within the westerly 100 feet of said Section 35, being more particularly described as follows:

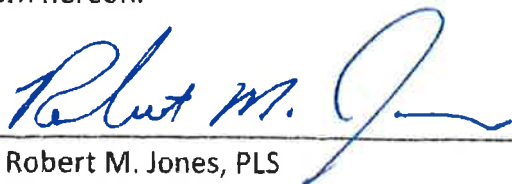
BEGIN at a nail and disc (stamped LB 7932) marking the Northwest Corner of Section 35, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°11'24" West, along the west line of Northwest 1/4 of said Section 35, a distance of 928.12 feet to the existing Southerly Limited Access Right of Way Line of State Road 528 as described in Official Records Book 11029 at Page 9397 of said Public Records; thence run North 89°29'57" East, along said existing Southerly Limited Access Right of Way Line, a distance of 47.17 feet to a point on a non-tangent curve with a radius of 11564.99 feet, concave to the north; thence run easterly along said existing Southerly Limited Access Right-of-Way Line and curve to the left through a central angle of 00°15'43", an arc distance of 52.85 feet where the chord bears North 89°00'06" East, a distance of 52.85 feet to the point of intersection with a non-tangent line, lying 100.00 feet east of said west line of the Northwest 1/4 of Section 35, as measured at right angles to; thence run North 00°11'24" East, along said line, a distance of 927.08 feet to the north line of the Northwest 1/4 of said Section 35; thence run South 89°49'39" West, along said north line, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 2.130 acres, more or less.

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 32 East as being South 00°11'24" West. The average combined scale factor is 0.999942.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2
- 6) This Legal Description and Sketch may have been reduced in size by reproduction.

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, Florida Statutes. Subject to notes and notations shown hereon.



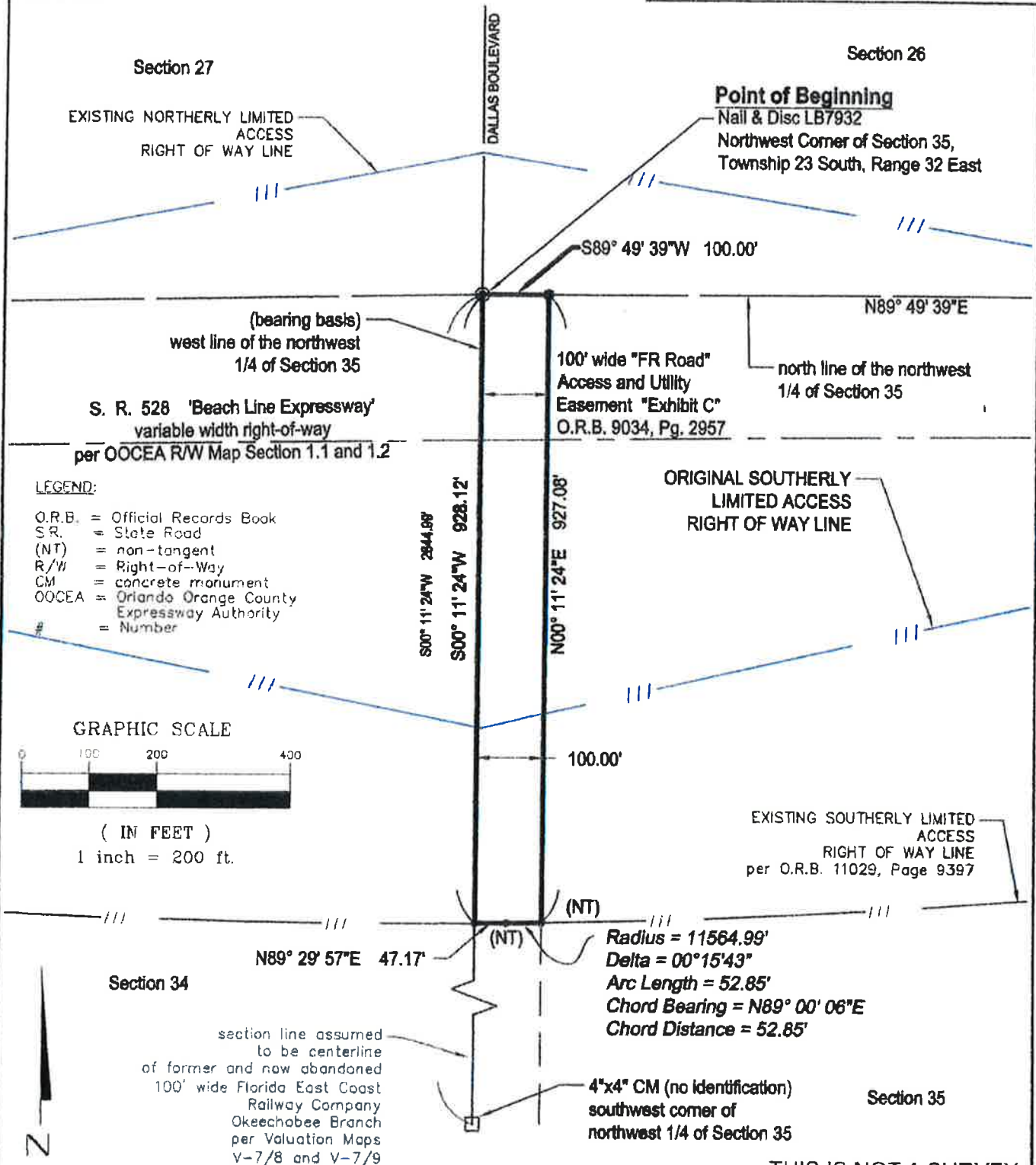
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

| FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY | | LEGAL DESCRIPTION and SKETCH | | SHEET 1 OF 2 | |
|---|-------------------------|---|--|--------------|----|
| DESIGNED BY: HNTB | DATE: 09/19/2016 |  | Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932 | REVISIONS | |
| DRAWN BY: PEW | AMEC JOB #: 6374150865 | | | DATE | BY |
| APPROVED BY: RMJ | CFX PROJECT #: 528-1240 | | | | |

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: Partial release of existing easement
ESTATE:**



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DESIGNED BY: HNTB
DRAWN BY: PEW
APPROVED BY: RMJ

DATE: 09/19/2016
AMEC JOB #: 6374150865
CFX PROJECT #: 528-1240

LEGAL DESCRIPTION and SKETCH
Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Certificate of Authorization Number LB-0007932

SHEET 2 OF 2

REVISIONS

DATE BY

2016/09/19 Laidlaw 01 953 41/00000000

EXHIBIT "B"

Realignment Property

[see legal description and sketch on the following two (2) pages]

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: ACCESS AND UTILITY
ESTATE: PERPETUAL, NON-EXCLUSIVE EASEMENT**

A parcel of land lying in Sections 34 and 35 Township 23 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

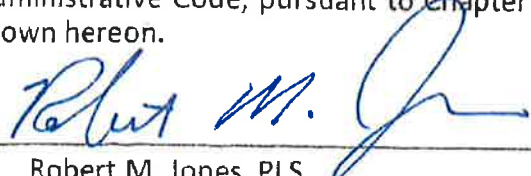
Commence at a nail and disc (stamped LB 7932) marking the Northwest Corner of Section 35, Township 23 South, Range 32 East, Orange County, Florida; thence run South 00°11'24" West, along the west line of Northwest 1/4 of said Section 35, a distance of 639.64 feet to the original Southerly Limited Access Right of Way Line of State Road 528 as depicted on Orlando Orange County Expressway Authority Right-of-Way Map, Sections 1.1 and 1.2 for the POINT OF BEGINNING; thence run South 78°44'39" East, along said original Southerly Limited Access Right of Way Line, a distance of 3.73 feet; thence run North 77°21'23" East along said original Southerly Limited Access Right-of-Way Line, a distance 47.53 feet; thence departing said original Southerly Limited Access Right of Way Line, run South 00°11'24" West, a distance of 247.07 feet; thence run South 45°02'43" East, a distance of 70.42 feet to a point on the existing Southerly Limited Access Right of Way Line of said State Road 528 as described in Official Records Book 11029 at Page 9397 of the Public Records of Orange County, Florida, said point lying on a non-tangent curve with a radius of 11564.99 feet, concave to the north; thence run westerly along said existing Southerly Limited Access Right of Way Line and curve to the right through a central angle of 00°15'43", an arc distance of 52.85 feet where the chord bears South 89°00'06" West, a distance of 52.85 feet to the point of intersection with a non-tangent line; thence run South 89°29'57" West along said existing Southerly Limited Access Right-of-Way Line, a distance of 47.17 feet to said west line of the Northwest 1/4 of said Section 35; thence departing said existing Southerly Limited Access Right of Way Line, run North 45°02'43" West, a distance of 70.42 feet; thence run North 00°11'24" East, a distance of 248.67 feet to said original Southerly Limited Access Right-of-Way Line; thence run South 78°44'39" East, along said original Southerly Limited Access Right-of-Way Line, a distance of 50.95 feet to the POINT OF BEGINNING.

Containing 0.673 acres, more or less.

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) The location and configuration of the lands described and depicted hereon were provided by the client.
- 4) Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 32 East as being South 00°11'24" West. The average combined scale factor is 0.999942.
- 5) The location of the right-of-way lines of interest is based on the following right-of-way maps:
Orlando Orange County Expressway Authority State Road 528, Section No. 1.1 and Section No. 1.2
- 6) This Legal Description and Sketch may have been reduced in size by reproduction.

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, Florida Statutes. Subject to notes and notations shown hereon.



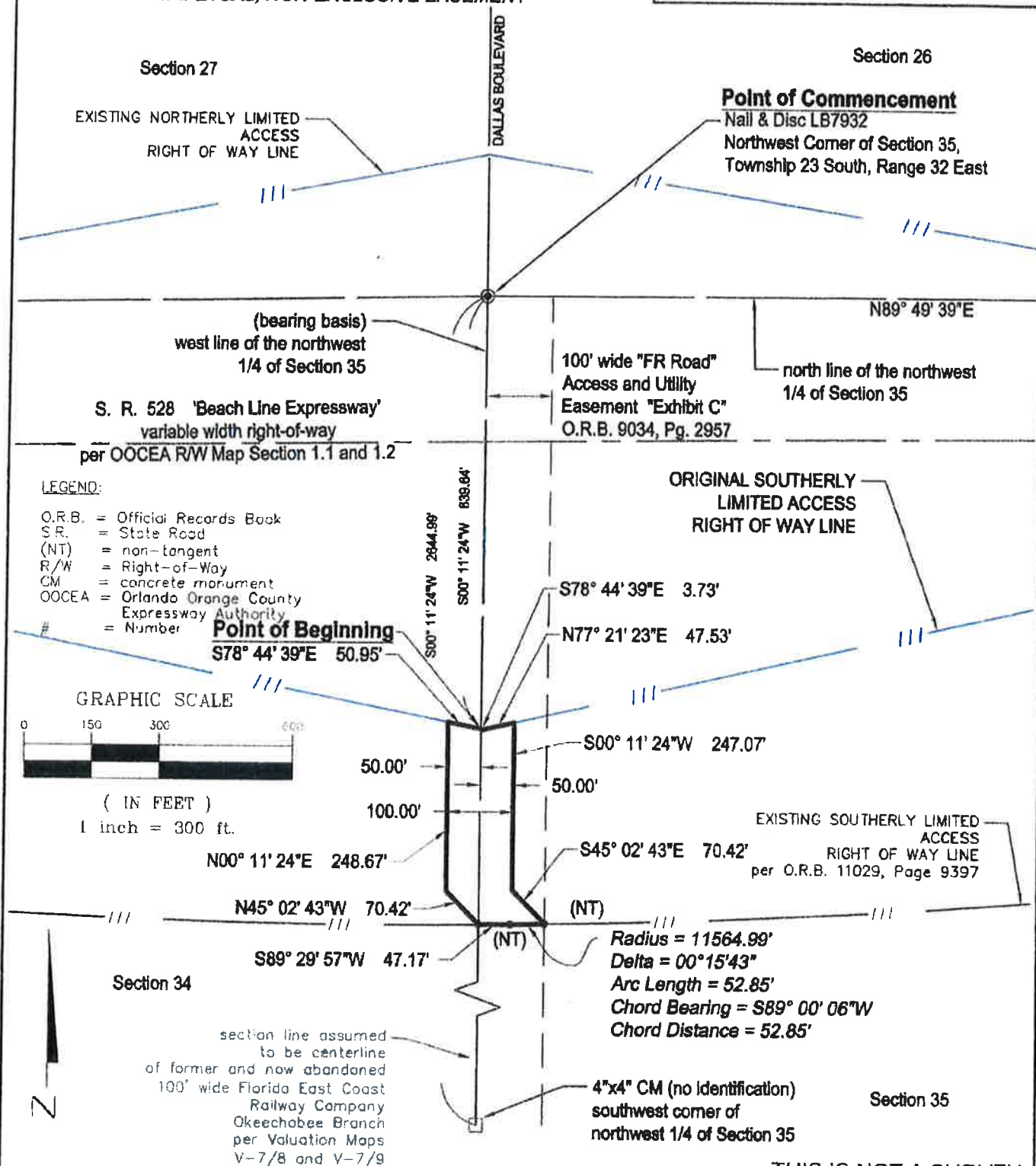
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

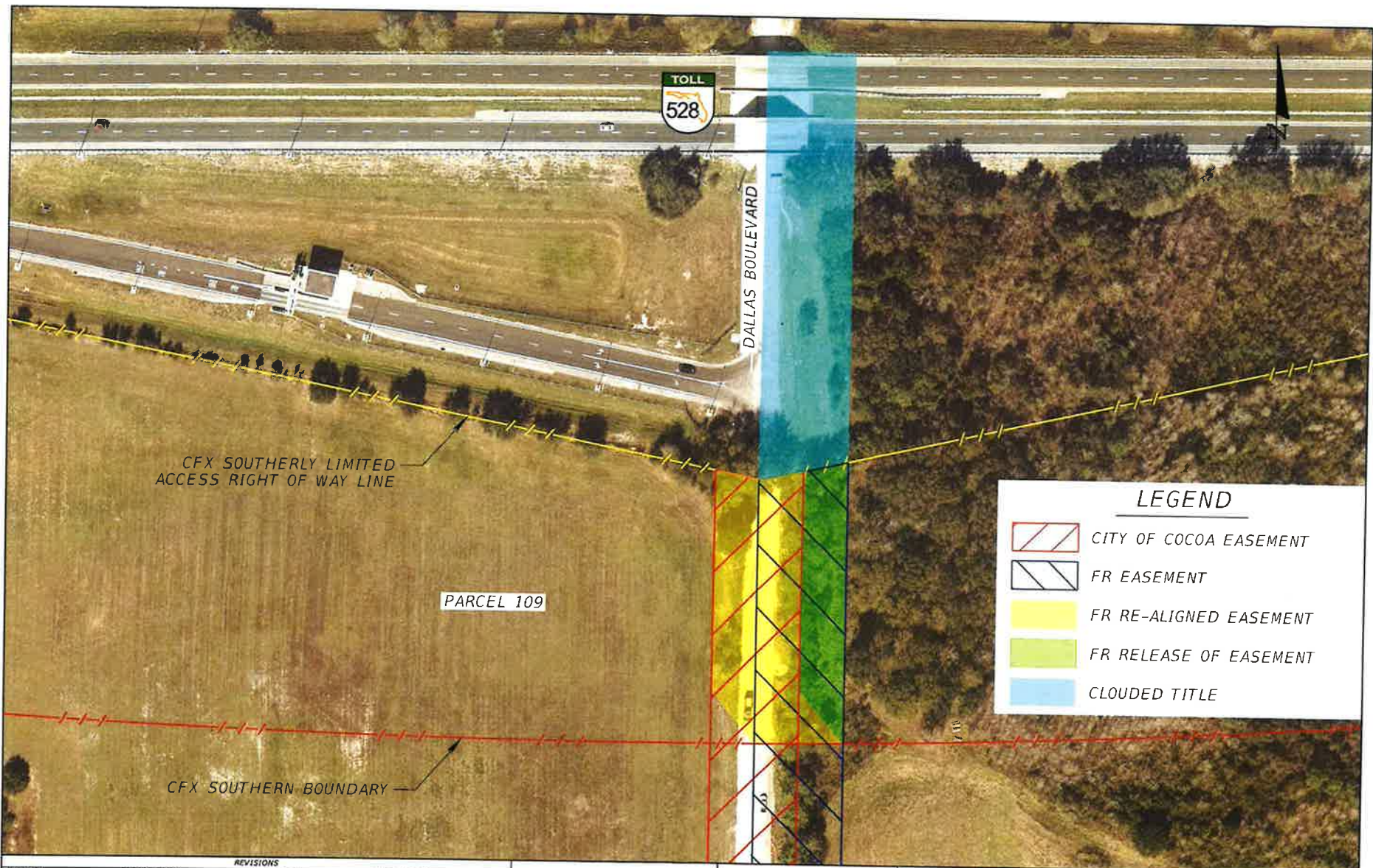
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|---|-------------------------|---|--|--------------|----|
| FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY | | LEGAL DESCRIPTION and SKETCH | | SHEET 1 OF 2 | |
| DESIGNED BY: HNTB | DATE: 09/19/2016 |  Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932 | | REVISIONS | |
| DRAWN BY: PEW | AMEC JOB #: 6374150865 | | | DATE | BY |
| APPROVED BY: RMJ | CFX PROJECT #: 528-1240 | | | | |

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No.
PURPOSE: ACCESS AND UTILITY
ESTATE: PERPETUAL, NON-EXCLUSIVE EASEMENT








THIS IS NOT A SURVEY

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|---|-------------------------|--|--|--------------|----|
| FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY | | LEGAL DESCRIPTION and SKETCH | | SHEET 2 OF 2 | |
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| DRAWN BY: PEW | AMEC JOB #: 6374150865 | 75 East Amelia Street, Suite 200 | | DATE | BY |
| APPROVED BY: RMJ | CFX PROJECT #: 528-1240 | Orlando, FL 32801 USA | | | |
| | | Phone: (407) 522-7570 | | | |
| | | Certificate of Authorization Number LB 0007932 | | | |



LEGEND

-  CITY OF COCOA EASEMENT
-  FR EASEMENT
-  FR RE-ALIGNED EASEMENT
-  FR RELEASE OF EASEMENT
-  CLOUDED TITLE

| REVISIONS | |
|-----------|-------------|
| DATE | DESCRIPTION |
| | |
| | |

DEWBERRY ENGINEERS INC.
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32801

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
RIGHT-OF-WAY



SR 528 AT DALLAS BLVD.
EXHIBIT
SEPTEMBER 2018


SHEET
NO.
A-2

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 23, 2018

RE: Developer's Agreement with the City of Apopka and Replat
Wekiva Parkway Project 429-202, Parcel: Stanton Ridge Subdivision
Location: S.R. 429 and Belgian Street, West of Plymouth Sorrento Road

BACKGROUND

As part of the acquisition and construction of Project 429-202, generally referred to as the Wekiva Parkway, CFX acquired property that had been platted in 2006 as the Stanton Ridge Subdivision ("2006 Plat") with 65 lots and two internal roads known as Klamath Loop and Kiowa Avenue. Access to the subdivision was from Plymouth Sorrento Road to Belgian Street. The 2006 Plat dedicated the internal roads and the utility easements to the public. For reference, a portion of the 2006 Plat is attached as **Exhibit A**.

The new Wekiva Parkway was built over the eastern half of the Stanton Ridge Subdivision and over portions of Belgian Street and Kiowa Road. Because of the Wekiva Parkway, access to the subdivision is still via Belgian Street, but Belgian Street is now a bridge over the Wekiva Parkway. In addition, the Wekiva Parkway impacted access to two flag-shaped parcels, parcels 112 and 113, with access via Plymouth Sorrento Road. Since the Wekiva Parkway severed access from the flag-shaped driveways to parcels 112 and 113, access was reestablished via Belgian Street to Kiowa Avenue, which was extended to a cul de sac abutting parcels 112 and 113. Aerials are attached as **Composite Exhibit B**.

In order to vacate the local roads underneath the newly constructed Wekiva Parkway and to dedicate the rerouted or extended local roads to the City of Apopka, it is necessary to replace the existing Stanton Ridge Subdivision Plat with a revised plat. Since the process of re-platting an existing subdivision can be complicated, Scott Glass, Esq., with Shutts & Bowen, was retained to represent CFX. Mr. Glass did an excellent job preparing, submitting, and revising the plat and developer's agreement and attending the pertinent meetings and hearings at the City of Apopka.

The City of Apopka has already approved the form of the Stanton Ridge Developer's Agreement, a copy of which is attached as **Exhibit C**. The Developer's Agreement addresses the vacation of the 2006 Plat, the approval of the final development plan, and the new plat. Many of the requirements usually submitted with a final development plan were not necessary since the subdivision had already been platted. Other requirements, such as the maintenance of the storm water management system, emergency access, and landscaping, will continue with CFX until such

time as the property is sold. In the event of vertical construction, additional obligations will be imposed by the City.

The approval of the attached Stanton Ridge Developer's Agreement is in the best interest of CFX. The Developer's Agreement vacates the existing plat, including the dedication of the local roads under the Wekiva Parkway, and dedicates the existing local roads to the City of Apopka. CFX's general engineering consultant ("GEC") has or will certify that the dedication of the local roads to the City of Apopka will not impede or restrict the current or future use of the CFX's Expressway System.

REQUESTED ACTION

We request Board approval of the Stanton Ridge Developer's Agreement between City of Apopka and Central Florida Expressway Authority in a form substantially similar to the attached agreement, the Stanton Ridge Replat, and any additional or ancillary documents to finalize the replatting process.

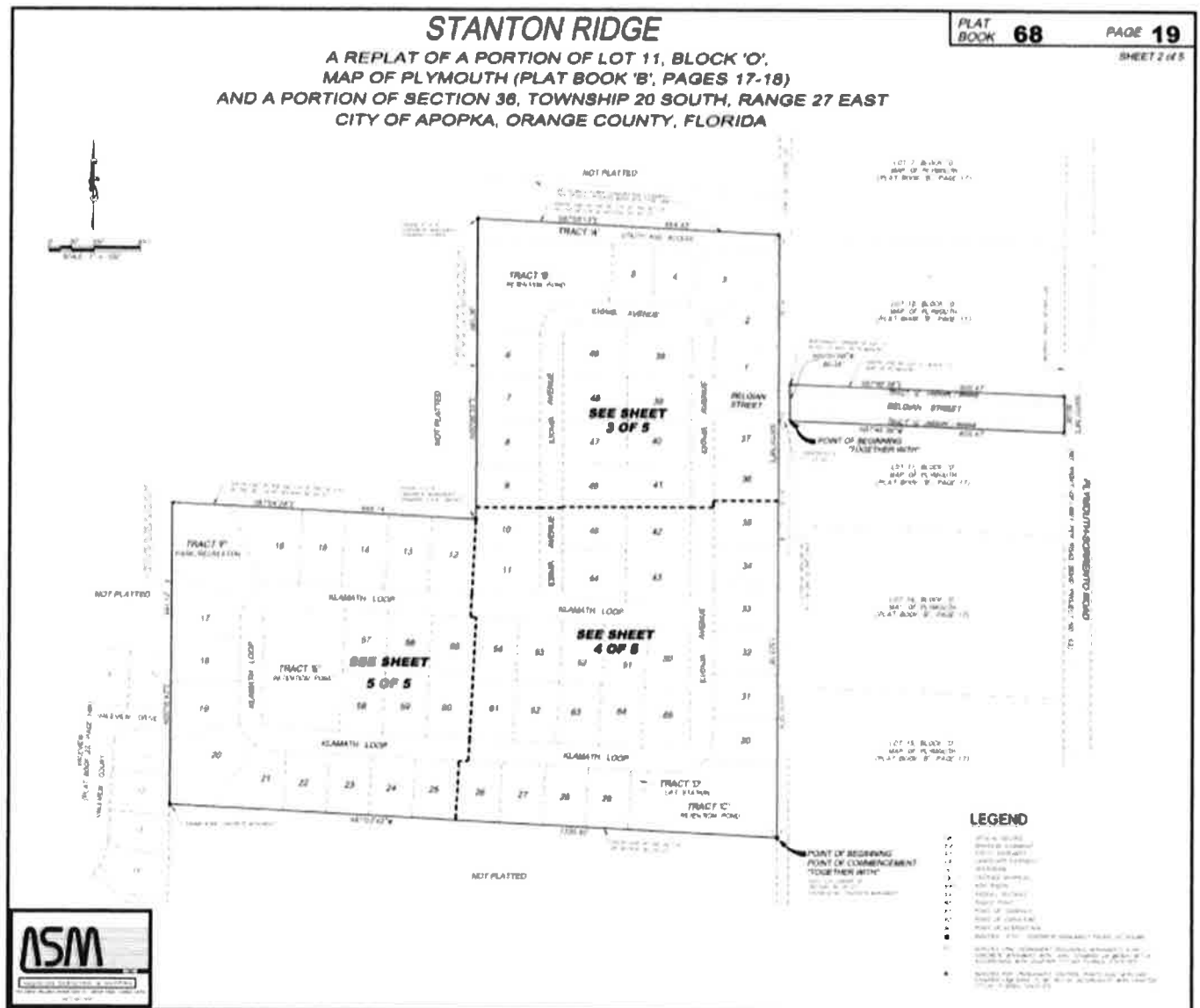
The Right of Way Committee recommended approval on October 24, 2018.

ATTACHMENTS

- A. Excerpt of the 2006 Stanton Ridge Plat
- B. Aerials
- C. Stanton Ridge Developer's Agreement and Replat

Reviewed by: _____

Joseph J. Lassiter



COMPOSITE EXHIBIT B

AERIAL OF STANTON RIDGE SUBDIVISION FROM 2007



**AERIAL OF STANTON RIDGE SUBDIVISION FROM 2007
WITH THE WEKIVA PARKWAY SUPERIMPOSED**



**CURRENT AERIAL OF STANTON RIDGE SUBDIVISION SHOWING
THE CUL DE SAC FOR TWO PARCELS TO THE SOUTH**



EXHIBIT C

STANTON RIDGE DEVELOPER'S AGREEMENT



120 EAST MAIN STREET · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

August 6, 2018

Linda Brehmer Lanosa
Deputy General Counsel
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

2018 AUG 10 PM 4:08

RE: Stanton Ridge Developer's Agreement for Signature

Dear Ms. Lanosa:

Please have the Stanton Ridge Developer's Agreement (attached) signed by the Central Florida Expressway Authority, and return to Jeannie Green, Community Development Department, at the above address.

Thank you for your assistance.

Sincerely,

David B. Moon, AICP
Planning Manager

attachment

2018 AUG 10 PM 4:08

STANTON RIDGE DEVELOPER'S AGREEMENT

THIS STANTON RIDGE DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2018, by and between the CITY OF APOPKA, a municipal corporation existing under the laws of the State of Florida and having a principal address of 120 Main Street, Apopka, Florida 32703 (the "City") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, an agency of the State of Florida created pursuant to Part V, Chapter 348, Florida Statutes and having a principal address of 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"). CFX and the City are sometimes together referred to herein as the "Parties," and separately as the "Party," as the context requires.

WITNESSETH:

WHEREAS, CFX operates the Central Florida Expressway System, a system of limited access toll roads; and

WHEREAS, CFX has constructed, and continues to construct, portions of the Wekiva Parkway as described in Section 348.7546, Florida Statutes, as a limited access toll road beginning at the S.R. 429 interchange at U.S. 441 in Apopka, continuing north and then east, together with all necessary frontage roads, approaches, bridges and avenues of access (the "Wekiva Parkway"); and

WHEREAS, in order to construct the Wekiva Parkway, CFX has had to acquire property therefore, including certain real property located within the City and more fully described as:

Lots 1 through 65, inclusive, of STANTON RIDGE, according to the Plat thereof as recorded in Plat Book 68, Pages 18-22, Public Records of Orange County, Florida,

(the "Residential Lots"), and

Tracts A, B, C, E, F, G and H of STANTON RIDGE, according to the Plat thereof as recorded in Plat Book 68, Pages 18-22, Public Records of Orange County, Florida,

(the "Common Area") (the Residential Lots and the Common Area are collectively referred to herein as the "Stanton Ridge Property"); and

WHEREAS, at the time of CFX's purchase, the Stanton Ridge Property was being developed pursuant to an approved development plan ("Original Plan"); and

WHEREAS, in addition to the Stanton Ridge Property the plat of the Stanton Ridge subdivision, as recorded in Plat Book 68, Pages 18-22, Public Records of Orange County, Florida (the "Original Plat") includes a lift station site known as Tract 'D' (the "Lift Station") which is owned by the City, various rights-of-way dedicated to the perpetual use of the public and various utility easements (collectively hereafter referred to as "City Property" for convenience, and not necessarily as indicia of fee ownership); and

WHEREAS, the Stanton Ridge Property and the City Property collectively comprise all of the property depicted and included in the Original Plat as depicted in **Exhibit "A"** attached hereto and incorporated herein; and

WHEREAS, in addition to acquiring the Stanton Ridge Property CFX also acquired land located adjacent to the southeast corner of the Stanton Ridge Property and constructed a cul-de-sac thereon (the "Cul-de-sac Parcel") in order to provide a route of ingress and egress to two parcels of land to the south which would have otherwise become land-locked by construction of the Wekiva Parkway; and

WHEREAS, CFX has used the Stanton Ridge Property as a staging area and for temporary on-site construction management offices and has, in order to maintain the functionality of the Stanton Ridge Property during construction of the Wekiva Parkway, demolished, reconfigured and reconstructed certain streets within the Stanton Ridge Subdivision, including elevating Belgian Street to cross over Wekiva Parkway on a bridge constructed and owned by CFX, all as shown on the aerial photograph attached hereto and incorporated herein as **Exhibit "B;"** and,

WHEREAS, only the eastern portion of the property depicted on the Original Plat is actually being used for Wekiva Parkway limited access right-of-way (the "Limited Access ROW"); and,

WHEREAS, CFX intends to retain ownership of the Limited Access ROW but declare the balance of the Stanton Ridge Property, as legally described in **Exhibit "C,"** attached hereto and incorporated herein, surplus (the "Surplus Property") and dispose of it pursuant to CFX's adopted policies and procedures; and,

WHEREAS, in order to remove the Limited Access ROW from its current platted status, add the Cul-de-sac Property, dedicate rights-of-way to the City of Apopka and establish and re-establish appropriate and necessary utility and drainage easements for the reconfigured Stanton Ridge Subdivision, CFX desires to vacate the Original Plat and replace it with a new plat of Stanton Ridge (the "New Plat"), as generally depicted on **Exhibit "D,"** attached hereto and incorporated herein; and,

WHEREAS, the City has determined that it is in the best interest of the City to vacate the Original Plat and approve the New Plat; and,

WHEREAS, CFX has prepared and submitted an Amended Final Development Plan (the "Final Development Plan") for the Surplus Property, a copy of which is attached hereto and incorporated herein as **Exhibit "E,"** and,

WHEREAS, the City recognizes that much of the Stanton Ridge Property has gone unchanged since the approval of the Original Plan, and that CFX need not resubmit all materials provided in the review of the Original Plan which would normally be required for approval under the City of Apopka Land Development Code (the "LDC"); and,

WHEREAS, CFX and the City desire to enter into this Agreement in the spirit of cooperation and for the purpose of memorializing their agreement as to which platting and pre-development tasks shall be performed by CFX and which shall be deferred to the developer(s) or single-family homebuilder(s) who purchase the Surplus Property (the "Developer").

NOW THEREFORE, in consideration of the mutual benefits and conditions, promises and covenants hereinafter set forth, and for other good and valuable consideration acknowledged hereto by the Parties, the Parties agree as follows:

ARTICLE I

INCORPORATION OF RECITALS, AUTHORITY OF PARTIES

Section 1.01. Recitals. The foregoing recitals are true and correct and are hereby incorporated as terms of this Agreement.

Section 1.02. City's Authority. This Agreement is entered into by the City under the home rule powers granted to it by the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapters 163 and 166, Florida Statutes), and the City's Municipal Code. This Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act or under the City's Land Development Regulations.

Section 1.03. CFX's Authority. This Agreement is entered into by CFX pursuant to authority granted CFX under Section 348.754, Florida Statutes, 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 the Central Florida Expressway Authority.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations of CFX. CFX makes the following representations as the basis for its undertakings contained herein:

A. CFX is duly organized and validly existing as a body politic and corporate and agency of the State of Florida.

B. CFX has full power and authority to enter into this Agreement and to carry out its obligations hereunder.

C. CFX is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement.

D. CFX's governing board has duly authorized the execution and delivery of this Agreement.

E. To CFX's knowledge, the authorization, execution and delivery of this Agreement and compliance by CFX with the provisions herein will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to CFX or its affairs, or any ordinance, resolution, agreement or other instrument to which CFX is subject or by which it is bound.

F. CFX enters this Agreement with the following objectives:

1. To obtain from City timely reviews and approvals for its plat and development applications; and
2. To clarify and establish CFX's rights and obligations regarding the Stanton Ridge Property, and any other infrastructure thereon; and
3. To rectify the legal properties of the Stanton Ridge Property such that the associated platting, easements, and other legalities reflect the current status of the Property; and
4. To prepare the Surplus Property for sale to the Developer.

Section 2.02 Representations of City. The City makes the following representations as the basis for its undertakings contained herein:

A. City is duly organized and validly existing as a municipal corporation under the laws of the State of Florida.

B. City has full power and authority to enter into this Agreement and to carry out its obligations hereunder.

C. City is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement.

D. The Apopka City Council (the "Council") has duly authorized the execution and delivery of this Agreement.

E. To the City's knowledge, the authorization, execution and delivery of this Agreement and compliance by the City with the provisions herein will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or

any provision of the Constitution or laws of the State of Florida relating to the City or its affairs, or any ordinance, resolution, agreement or other instrument to which the City is subject or by which it is bound.

F. The City enters this Agreement with the following objectives:

1. To ensure timely and orderly development of the Surplus Property; and
2. To ensure that the City retains the option to extend Kiowa Avenue southward, providing access to properties south of the Surplus Property; and
3. To ensure that CFX and any assignees properly maintain the Bridge over the Limited Access ROW.

ARTICLE III

DEVELOPMENT PLAN, PLATTING AND MAINTENANCE OBLIGATIONS

Section 3.01 Vacation of Original Plat. CFX has submitted a petition to vacate the Original Plat pursuant to section 12.02.06 D. of the LDC with a request that the vacation become effective immediately prior to approval of the New Plat. City agrees, as owner of the Lift Station to join in the Petition to Vacate and shall process the petition in accordance with all applicable provisions of the LDC. Should the vacation of the Original Plat be recorded prior to the recording of the New Plat, the City shall have the right to travel over the Stanton Ridge Property to the extent necessary to access the Lift Station. This right shall automatically terminate upon the recording of the New Plat, which shall provide the City with a right to access the Lift Station. No other rights held by the City shall be affected by this provision.

Section 3.02 Development Plan. CFX has submitted a Final Development Plan for review and approval in accordance with the provisions set forth in section 12.02.00 of the LDC provided, however, CFX need not provide the following materials usually required for final development plan approval under section 12.02.04 C.1. of the LDC, as the requirements are considered satisfied by the materials supporting the Original Plan:

- r. Any formal commitments, including, but not limited to contribution to off-site public facilities impacts;
- s. Density calculations for all existing and/or proposed building, paving and landscaping areas. Percentages are to be broken down into two categories: pervious and impervious;
- u. Project address;
- w. Any proposed phasing of development.

CFX further need not submit any of the items ordinarily required to be included in a development plan under sections 12.02.04 C.2., "Building and structures," and 12.02.04 C.3., "Streets, sidewalks, driveways, parking areas and loading/unloading areas," provided, however, that CFX

shall include as-built drawings of any modifications or additions CFX has made to the existing streets, sidewalks, storm water management system, potable water lines, wastewater lines, reuse lines, parking areas, or driveways, if any, such that, with the original as-built plans previously submitted to the City regarding the Stanton Ridge Subdivision the City shall have a complete set of plans for such subdivision infrastructure.

Additionally, in light of the prior approval of the Stanton Ridge subdivision and the prior construction and installation of infrastructure, as well as the substantial reduction in the number of residential lots, CFX need not submit the following items ordinarily required pursuant to section 12.02.04 C., inasmuch as each has been previously provided with the Original Plat or otherwise satisfied during the review of the Original Plan:

4. Traffic impact analysis in accordance with section 6.02.04 of the LDC;
6. Soils: a. A soil classification map as an overlay, and b. Soil analysis by a qualified geotechnical professional engineer;
7. Erosion Control. Provision for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, and construction;
8. Limits of floodplain for 100 year flood elevation;
9. Water, reclaimed water and sewer facilities (except to the extent CFX has added to or modified the same prior to selling the Surplus Property to the Developer);
10. Solid waste;
11. Arbor, tree removal, land clearing, landscape buffers, and landscaping in accordance with the LDC (except as may otherwise be specifically provided in this Agreement);
12. Recreation and open space (except to the extent they are conceptually noted on the Final Development Plan, but no specific recreational facilities details need be provided at this point);
16. Historic and archacologic sites; and,
18. Sign, size and location in accordance with the LDC.

Following approval of the Final Development Plan, any deviation from those materials considered satisfied by the materials supporting the Original Plan shall require approval by the City as provided under the LDC.

Section 3.03 Review and Approval of Final Development Plan and New Plat. The City agrees that the Final Development Plan shall be reviewed in accordance with the procedures set forth in the LDC. Upon completion of the review and approval process this Agreement shall be modified by substituting the final version of the approved Final Development Plan as Exhibit

"E" and further amended to incorporate any additional conditions or modifications agreed to by the Parties during the review and approval process. City further agrees to process the petitions for the vacation and new platting ("Plat Amendments") simultaneously. The Plat Amendments shall be recorded within 90 days following Council approval of said amendments. The Plat Amendments shall not be recorded until both Parties sign this Agreement. In no event shall the New Plat be recorded until after the Original Plat has been vacated.

Section 3.04 Storm Water Management System. CFX has modified the originally approved Storm Water Management System ("SWMS") by relocating the approved stormwater pond and making other adjustments thereto as necessary to facilitate construction of the Wekiva Parkway and reconfiguration of the SWMS on the Surplus Property. The obligation to comply with the St. Johns River Water Management District ("SJRWMD") permit and maintain the SWMS shall continue with CFX until such time as the Surplus Property is sold, at which time the SJRWMD permit, as well as all plans, surveys and other documents related to the SWMS, shall be transferred to the purchaser or to a homeowners association or other appropriate entity. Thereafter, the purchaser, the homeowners association or other approved entity shall be solely responsible for compliance with the SJRWMD permit and maintaining the SWMS.

Section 3.05 Provision and Maintenance of Emergency Access. CFX shall dedicate an emergency access route to the City on the New Plat, in a location acceptable to the City, in order to provide ingress and egress to the Surplus Property in the event Belgian Street is for any reason unavailable. The same entity which has responsibility for maintaining the SWMS shall be responsible for maintaining the emergency access area.

Section 3.06 Belgian Street. The Original Plat dedicated a 50' by 605.47' public right-of-way known as Belgian Street. It also created a 15' by 605.47' landscape and drainage tract on the north side of Belgian Street known as Tract "G" and a 15' by 605.47' landscape and drainage tract on the south side known as Tract "H." The New Plat, which is attached hereto as Exhibit "D", shall dedicate and convey the former Belgian Street that is outside the limits of the Wekiva Parkway and the former Tracts "G" and "H" to the City, provided, however, such dedication and conveyance shall be subject to reservation of a perpetual easement for construction and maintenance of a Stanton Ridge Subdivision entry feature/sign within the easternmost 30' of the former Tract "G" and the easternmost 30' of the former Tract "H." The same entity which has responsibility for maintaining the SWMS shall be responsible for maintaining the existing landscaping along Belgian Street until such time as the City approves development of adjacent properties, at which time the City intends to vacate the 15' of adjacent Belgian Street right-of-way and convey same to the adjacent property owners subject to the aforementioned reservation of easement. Thereafter the responsibility for maintaining said landscaping shall fall upon the Developer. City shall notify Stanton Ridge Homeowners Association, Inc. or its successor (the "HOA") of its transfer of such 15' strips of right-of-way and the termination of the landscape maintenance obligation related thereto. A note shall be placed on the face of the New Plat reflecting the foregoing.

Section 3.07 Bridge Over Limited Access Property. CFX has constructed a bridge and roadway over the Limited Access ROW to connect Belgian Street to the east to the Surplus Property to the west (the "Bridge"). CFX shall be responsible for maintaining (1) the Bridge

structure per se, including bridge decks and approach slabs, (2) the retaining walls and associated embankment within CFX's right-of-way, and (3) the underdeck and ramp lighting, in good condition and repair in accordance with generally accepted standards in the transportation infrastructure industry. City shall be responsible for maintenance of (1) the roadway, (2) side slopes to the limited access right-of-way fence line, (3) signalization and bridge lighting above deck if applicable, (4) striping and pavement markings on the approach slabs and the bridge deck, (5) walkways, and (6) other maintenance activities, such as cleaning, sweeping, pothole patching, periodic resurfacing as needed, all in accordance with the City's customary maintenance of local roads within its jurisdiction. CFX and the City may enter into a separate maintenance agreement (the "Maintenance Agreement") further delineating each Party's maintenance responsibilities.

Section 3.08 No Access Rights From Surplus Property Onto Limited Access Property. There shall be no right of direct access from the Surplus Property onto, over, under or through the Limited Access Parcel except via Belgian Street over the aforementioned bridge. The New Plat shall contain a note dedicating all access rights from the Surplus Property onto, over, under or through the Limited Access Parcel to CFX except as specifically provided herein. The New Plat shall expressly state that, "CFX RESERVES ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY S.R. 429 RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT-OF-WAY. CFX is not conveying or restoring abutter's rights including, without limitation, any claims for air, light and view between the Surplus Property and CFX's property."

Section 3.09 Amendment of Declaration of Covenants, Conditions, Restrictions and Easements. The Stanton Ridge Property is currently subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Stanton Ridge, recorded in Book 9062, Page 3720 of the Official Records of Orange County, Florida (the "Declaration"). Prior to conveying the Surplus Property to the Developer, CFX shall prepare an amendment to the Declaration to remove the Limited Access Property and make such other revisions as are necessary to reflect the Final Development Plan for the Surplus Property. Such amendment shall also impose an obligation on the HOA to maintain the connection on Kiowa Avenue providing access to the properties located adjacent to the Surplus Property on the south. CFX shall submit the proposed amendment to the City for review and approval prior to executing and recording the same.

Section 3.10 Future Extension of Kiowa Avenue. In addition to the amendments described in Section 3.09, CFX shall prepare an amendment to the Declaration to add a disclosure statement that the City has the sole option to extend Kiowa Avenue southward to provide a connection to those parcels south of the Surplus Property, and that the HOA may not object to such extension. Such amendment shall also impose an obligation on the HOA to refrain from objecting to any extension of Kiowa Avenue by the City. CFX shall submit the proposed amendment to the City for review and approval prior to executing and recording the same or conveying the Surplus Property to the Developer.

ARTICLE IV

ADDITIONAL DEVELOPMENT OBLIGATIONS OF CFX'S SUCCESSOR

Section 4.01 Development Approvals. This Agreement shall in no manner constitute development approval regarding the Surplus Property. Prior to issuance of any vertical building permits, the Developer must:

1. Obtain addresses;
2. Submit the following plans to City for approval, and have the same approved, each in compliance with their respective provisions of the LDC:
 - a. A recreational facilities plan;
 - b. A landscape plan;
 - c. A hardscape plan;
 - d. An irrigation plan;
 - e. A site plan for the entry feature;
 - f. A lighting plan; and,
 - g. A building elevation plan.
3. Satisfy the LDC §6.05.00, D.1.a. requirement for fencing retention ponds by installing a six foot wrought iron style fence with columns at 60 feet on center; and, erecting a 6-foot high wall, constructed of solid brick, stone, or other material that is durable and nearly maintenance free, adjacent to the limited access right-of-way in a 10 foot landscape easement or tract as shown on the plat and which is dedicated to and will be maintained by the homeowners association; and
4. Submit a certificate of completion for all required subdivision infrastructure, including the Common Area and irrigation system as described in the irrigation plan approved under subpart (2)(d) of this section, or otherwise post a performance bond as described in LDC §12.02.06 C.1.

Prior to the issuance of the 25th building permit, the Developer must:

1. Complete construction of the recreational facilities pursuant to the recreational facilities plan provided under subpart (2)(a) of this section; and
2. Complete any requirements delayed pursuant to the posting of a performance bond.

Section 4.02 No Conveyance of Lots Prior to Amendments of Declaration and Re-activation of Homeowners Association. No residential building permits shall be issued before an appropriate amendment, approved by the City, has been made to the Declaration and recorded among the Official Records of Orange County, Florida as provided in Sections 3.09 and 3.10 of this Agreement and until the HOA has been re-instated and is in good standing with the Florida Division of Corporations, or another homeowners association has been incorporated and assumed all obligations and responsibilities formerly assigned to the HOA by the Declaration and as required by the LDC.

Section 4.03 Compliance With Other Laws. This Agreement shall not operate as a limitation on the City to require the Developer to comply with all applicable laws, ordinances, resolutions and regulations of either the United States, the State of Florida, Orange County or the City regulating the development of the Surplus Property in accordance with this Agreement to the extent that same are not specifically addressed herein, nor shall the failure of this Agreement to address any particular requirement act to relieve the Developer from complying with any development requirement, condition, term or restriction.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Binding Agreement on Successors. This Agreement shall be binding upon the City and CFX and their respective assigns and successors in interest, including the Developer. The rights and obligations set forth in this Agreement shall run with the Surplus Property and be binding on all successors and/or assigns. The Parties hereby covenant that they will enforce this Agreement and that it is a legal, valid and binding agreement. Upon conveyance by CFX of the Surplus Property to the Developer, Developer shall assume all of CFX's obligations under 5.04 (Default), 5.05 (Attorney's Fees), and 5.20 (Mutual Cooperation), and CFX shall automatically be released from same.

Section 5.02 Consistency with City's Comprehensive Plan. City hereby finds that this Agreement is consistent with the City's Comprehensive Plan and other City governing documents, and is a legislative act of the Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers under the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, *Florida Statutes*, and City's police powers.

Section 5.03 Omitted.

Section 5.04 Default. Failure by either Party to perform any of its obligations hereunder, including the failure of the Developer or CFX to diligently prosecute or perform its obligations hereunder, shall constitute a default, entitling any non-defaulting Party to pursue such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief or termination hereof. Prior to termination of this Agreement or either Party filing an action as a result of a default under this Agreement, the non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon

receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein.

Section 5.05 Attorneys' Fees. In the event of default, the prevailing Party shall have the right to recover all reasonable attorneys' fees and court costs incurred as a result thereof, in addition to all other remedies provided herein.

Section 5.06 Bankruptcy. In the event (a) an order or decree is entered appointing a receiver for CFX or its assets or (b) a petition is filed by CFX for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums levied against the Property at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person the right to refuse, discontinue or defer payment of said sums or to challenge their validity.

Section 5.07 No Liability or Monetary Remedy. CFX hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on City, and that City bears no liability for direct, indirect or consequential damages. The only remedy available to CFX for any breach by City is one of mandamus to require City's specific performance under the terms and conditions of this Agreement.

Section 5.08 Waiver. The failure of either Party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a waiver of any Party's right to insist upon strict compliance with the terms hereof provided, however, that any Party may, in writing, waive the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of this Agreement or the City's Land Development Regulations will be valid and binding against the City only if approved by a vote of the Council. Waivers of material provisions of this Agreement will be valid and binding against CFX only if approved by a vote of CFX's governing board.

Section 5.09 Notices. Any notices required or permitted by law or by this Agreement to be given to the Parties shall be in writing and may be given by either personal delivery or by registered or certified U.S. Mail sent return receipt requested, or by a recognized overnight courier service. Notices shall be sent to the Parties at the addresses set forth below or at such other addresses as the Parties shall designate to each other from time to time in writing.

If to the City: Edward Bass
 City Administrator
 City of Apopka
 120 East Main Street
 Apopka, FL 32703

With a copy to: Cliff Shepard
 Shepard, Smith & Cassady, P.A.

2300 Maitland Center Parkway, Ste. 100
Maitland, FL 32751

If to CFX:

Laura Kelley
Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

With a copy to:

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

Any notice or demand given, delivered or made by certified mail shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed or made on the date of actual receipt. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the Party to whom the same is given, delivered or made. Notices given by electronic mail or facsimile shall not be deemed effective for purposes of this Agreement.

Section 5.10 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subjects contemplated herein and it supersedes all prior understandings or agreements between the Parties relating to this Agreement. No amendment to the terms of this Agreement shall be effective unless in writing signed by all Parties hereto. Amendments to this Agreement will take effect and will be binding against the City only if approved by a vote of the Council. Amendments to this Agreement will take effect and will be binding against CFX only if approved by a vote of CFX Board.

Section 5.11 Effective Date and Recording. This Agreement shall become effective when executed by both Parties and recorded among the Official Records of Orange County. CFX shall promptly record this Agreement at CFX's sole expense and shall provide a copy of the recorded Agreement to City for its records. CFX shall pay all recording costs associated with the performance of this Agreement.

Section 5.12 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and at arm's length. Neither Party shall be deemed an agent of the other for any purpose. Nothing herein shall be deemed to create a partnership or principal-agent relationship among the Parties and no Party is authorized to in any way represent to a third Party that such Party is a partner, agent or representative of the other Party with regard to any subject or matter covered by this Agreement.

Section 5.13 Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of either Party's right to sovereign immunity, or any other limitation of the Parties' potential liability under local, state or federal law.

Section 5.14 Interpretation. The Parties acknowledge and agree that they have both participated equally in the drafting of this Agreement and no Party shall be favored or disfavored in the interpretation of this Agreement.

Section 5.15 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and their respective successors and assigns. This Agreement shall not be construed in any way whatsoever as creating any rights in favor of any third party.

Section 5.16 Strict Performance; Time is of the Essence. Strict compliance shall be required with each and every provision of this Agreement. The Parties agree that failure to perform the obligations established in this Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity in addition to any other remedy permitted at law or in equity for breach of contract. Time is of the essence of this Agreement.

Section 5.17 Governing Law. This Agreement shall be governed by the law of the State of Florida. Venue for any judicial proceeding pertaining to this Agreement shall be in the Ninth Judicial Circuit in and for Orange County, Florida. The Parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

Section 5.18 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

Section 5.19 Termination. In the event that the City does not approve a Final Development Plan substantially in compliance with the Development Plan attached hereto or fails to approve the New Plat, then CFX may terminate this Agreement upon recording an instrument, executed by CFX only, stating CFX's intent to so terminate.

Section 5.20 Mutual Cooperation and Instrument of Further Assurance. City and CFX covenant and agree that they shall mutually cooperate one with the other to effect the intent and purpose of this Agreement and that each will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the reasonable performance of their obligations hereunder.

Section 5.21 Prepaid Impact Fees. CFX's predecessor-in-interest paid sewer impact fees, water impact fees, reclaim water impact fees, traffic impact fees, recreation impact fees and school impact fees for 4 lots (3 model home lots and one sales trailer lot), and also prepaid sewer and water impact fees on 26 lots (6.5 lots on February 13, 2006; 13 lots on April 11, 2006; and, 6.5 lots on September 14, 2006). Thus, the Surplus Property has the following credits available as of the date of this Agreement: Water = 30 units; Sewer = 30 units; Reclaim water = 4 units; Traffic = 4 units; Recreation = 4 units; Fire = 0 units; Police = 0 units; and, Orange County School = 4 units (subject to confirmation by Orange County Public Schools). These credits shall be applied by City as CFX's successor-in-interest pulls building permits. Upon exhaustion of credits current impact fees shall be assessed and must be paid prior to the issuance of additional building permits.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
WITH SIGNATURE PAGES FOLLOWING**

IN WITNESS WHEREOF, CFX and City have caused this Agreement to be executed by their lawful representatives, hereunto duly authorized, on the dates set forth below.

Signed, sealed and delivered
in our presence as witnesses:

(Print Name)

(Print Name)

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Print Name _____

Title: _____

Approved as to form for execution by the
Authorized Signatory of the Central Florida
Expressway Authority

By: _____
Print Name: _____
General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____ as _____ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, on behalf of the agency, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

Notary Public, State of Florida
Commission No. _____
My commission expires _____

2018 AUG 10 PM 4:08

Signed, sealed and delivered
in our presence as witnesses:

Susan M. Bone
Susan M. Bone

(Print Name)

Linda F. Goff
Linda F. Goff

CITY OF APOPKA, FLORIDA

By: Bryan Nelson
Print Name Bryan Nelson

Title: Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of August,
2018, by Bryan Nelson as Mayor of CITY OF
APOPKA, FLORIDA, on behalf of the city, who is personally known to me or has produced
as identification and who did/did not take an oath.

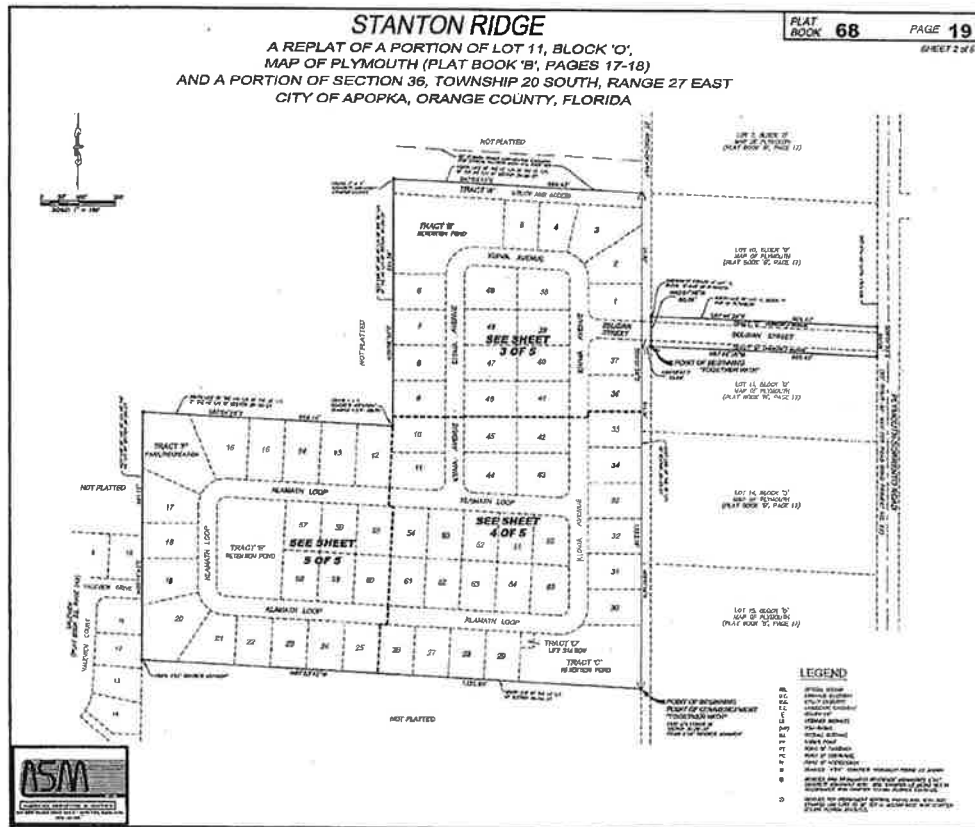


Linda F. Goff
Notary Public

Notary Public, State of Florida
Commission No. FF994463
My commission expires 7/4/2020

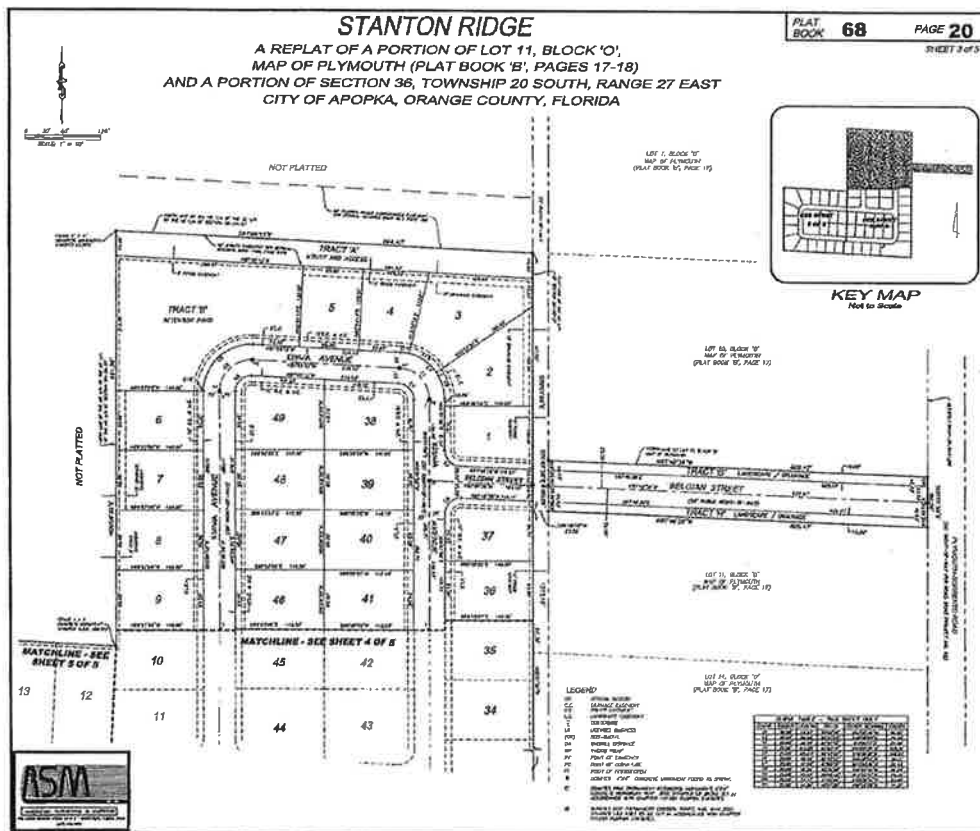
EXHIBIT "A"

(Original Plat of Stanton Ridge")



PLAT BOOK **68** PAGE **20**
 SHEET 2 of 5

PAGE 3 of 5



A REPLAT OF A PORTION OF LOT 11, BLOCK 'O',
MAP OF PLYMOUTH (PLAT BOOK 'B', PAGES 17-18)
AND A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

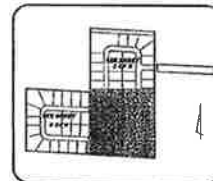
PAGE 21

SHEET 4 of 5

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1B. BERMUDE EASTMENT
1C. WHITE CASSIOY
1E. LAMARCA EASTMENT
1F. CRYSTAL
1G. MCGOWAN
1H. KEN-SUPRA
1J. POLAR, POLAR
1K. FALCON FORT
1L. HOME OF CRYSTAL
1M. FORT OF BERMUDE
1N. ROAD OF BERMUDE
1O. "TY" CRYSTAL, POLAR, FORT, KEN-SUPRA
1P. BERMUDE, POLAR, FORT, KEN-SUPRA, CRYSTAL, LAMARCA, WHITE CASSIOY, AFKAS, REFUGO, BERMUDE EASTMENT, MCGOWAN, CRYSTAL, POLAR, POLAR, FALCON FORT, HOME OF CRYSTAL, FORT OF BERMUDE, ROAD OF BERMUDE, "TY" CRYSTAL, POLAR, FORT, KEN-SUPRA



KEY MAP
Not to Scale

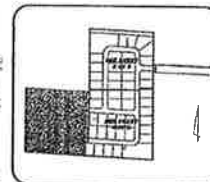
A REPLAT OF A PORTION OF LOT 11, BLOCK 'O',
MAP OF PLYMOUTH (PLAT BOOK 'B', PAGES 17-18)
AND A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PAGE 22



LEGEND

03. WITNESS, FRIEND
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 205. WITTY CASUALTY
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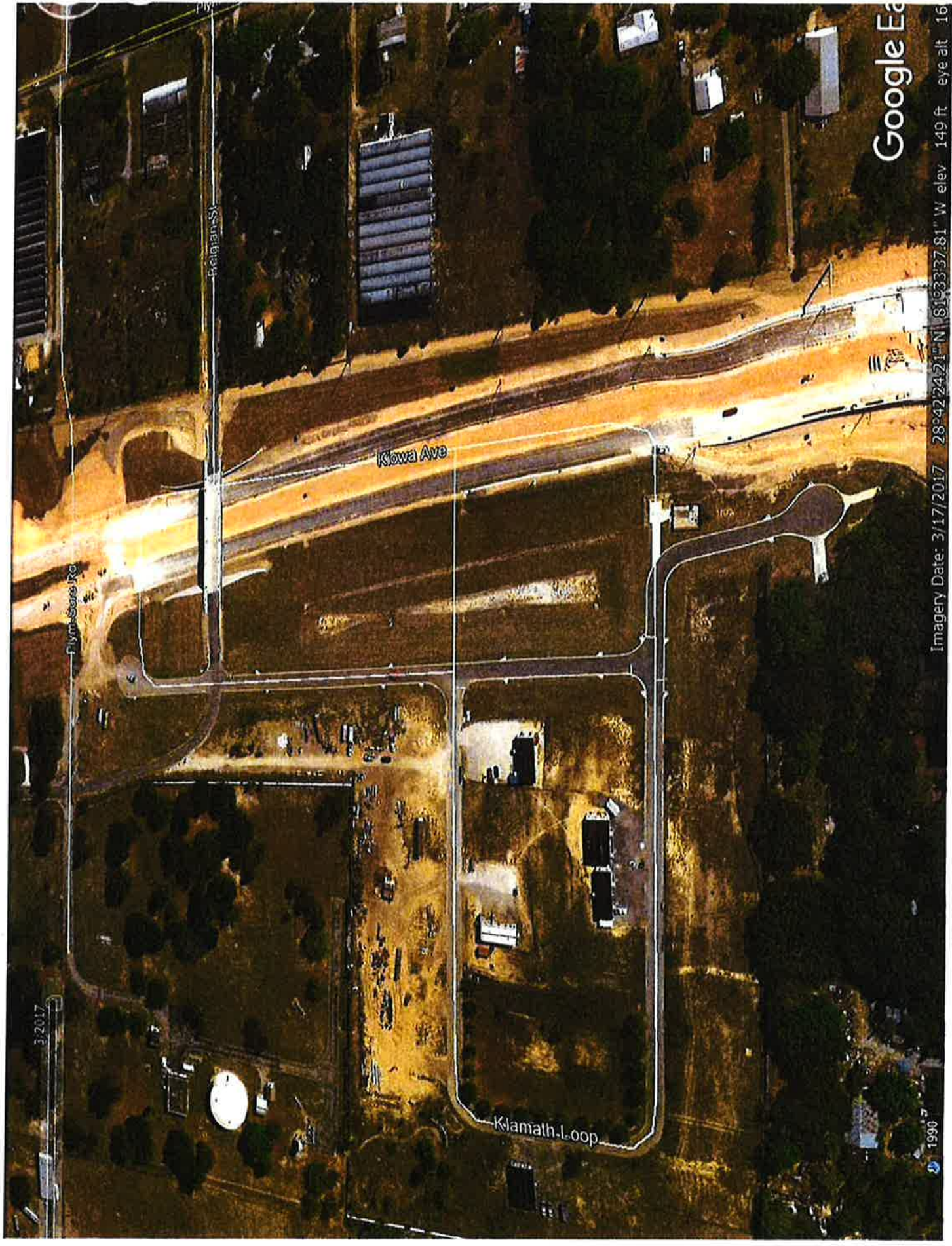
KEY MAP

Not to Scale



EXHIBIT "B"

(Aerial Photograph)



3/2017

Plymouth Rd

Redman St

Kowa Ave

Klamath Loop

Google Earth

Imagery Date: 3/17/2017 28°42'24.21"N 81°33'37.81"W elev 149 ft eye alt 16

EXHIBIT "C"

(Legal Description of Surplus Property to Be Platted Per New Plat)

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA; AND A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, AND BEING A PORTION OF LOT 11, BLOCK "O", MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 17 & 18, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE S 89°28'38" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 278.71' TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429 (WEKIVA PARKWAY), AND THE POINT OF BEGINNING; THENCE S 00°27'48" E ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 134.32' TO A POINT; THENCE DEPARTING SAID LIMITED ACCESS RIGHT-OF-WAY LINE, S 89°31'59" W A DISTANCE OF 46.60' TO A POINT; THENCE N 52°36'26" W A DISTANCE OF 79.53' TO A POINT; THENCE N 00°31'22" W A DISTANCE OF 85.41' TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE S 89°28'38" W ALONG SAID SOUTH LINE, A DISTANCE OF 947.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 03°11'27" W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 660.56' TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 89°26'15" E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 A DISTANCE OF 666.05' TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 03°20'21" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.41' TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N 89°26'22" E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 168.65' TO A POINT ON SAID LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE CONTINUE N 89°26'22" E ALONG SAID NORTH LINE AND ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 15.06 FEET TO A POINT; THENCE S 19°35'38" E A DISTANCE OF 166.37' TO A POINT; THENCE S 10°53'26" E A DISTANCE OF 488.82' TO A POINT OF A NON-TANGENT CURVE; THENCE 519.51' ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 2°38'07", A RADIUS OF 11,295.20', A CHORD BEARING S 09°56'57" E, AND A CHORD OF 519.46' TO A POINT; THENCE N 89°07'33" E

A DISTANCE OF 43.20' TO A POINT; THENCE S 00°27'48" E A DISTANCE OF 170.77' TO THE POINT OF BEGINNING, THE LAST FIVE COURSES BEING COINCIDENT WITH SAID LIMITED ACCESS RIGHT-OF-WAY LINE. CONTAINING 19.44 ACRES MORE OR LESS.

TOGETHER WITH:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE N 03°29'20" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 912.27' TO A POINT; THENCE N 88°50'37" E A DISTANCE OF 25.02' TO A POINT ON THE EAST LINE OF A 25 FOOT WIDE UNNAMED PUBLIC RIGHT-OF-WAY, AND THE WEST LINE OF LOT 11, BLOCK "O", MAP OF PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 17 & 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N 03°29'20" W ALONG SAID WEST LINE, A DISTANCE OF 80.06' TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE N 88°50'37" E ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 605.51' FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE S 03°29'31" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.06' TO A POINT; THENCE S 88°50'37" W ALONG A LINE 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 605.51' TO THE POINT OF BEGINNING. CONTAINING 1.11 ACRES MORE OR LESS.

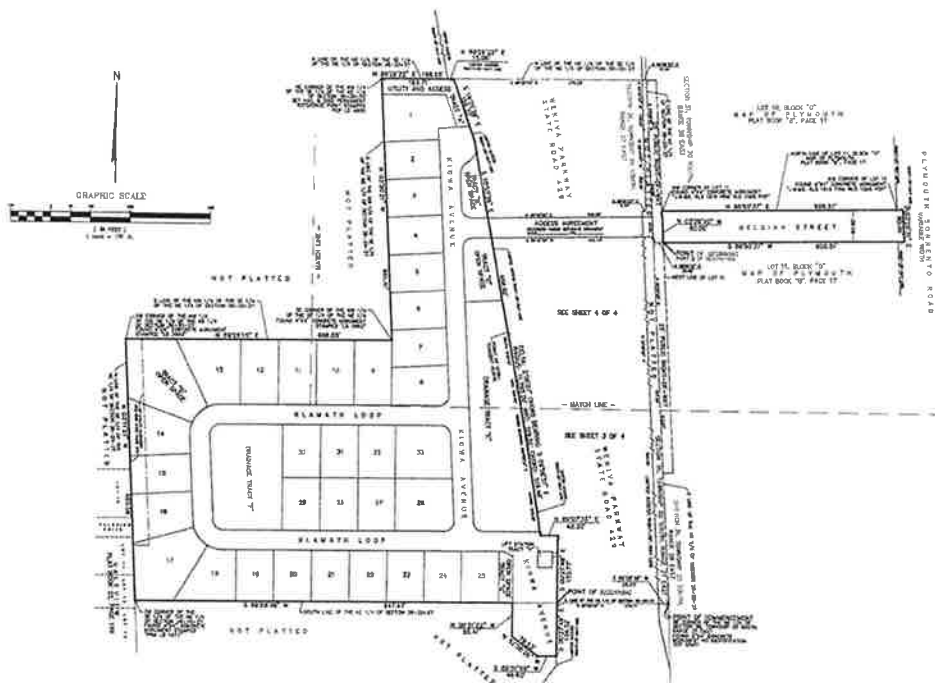
EXHIBIT "D"

(Proposed New Plat)

STANTON RIDGE
A REPLAT OF A PORTION OF LOT 11, BLOCK "O"
MAP OF PLYMOUTH (PLAT BOOK "B", PAGES 17 & 18)
LOCATED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST
AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAN
BOOK

PAGE

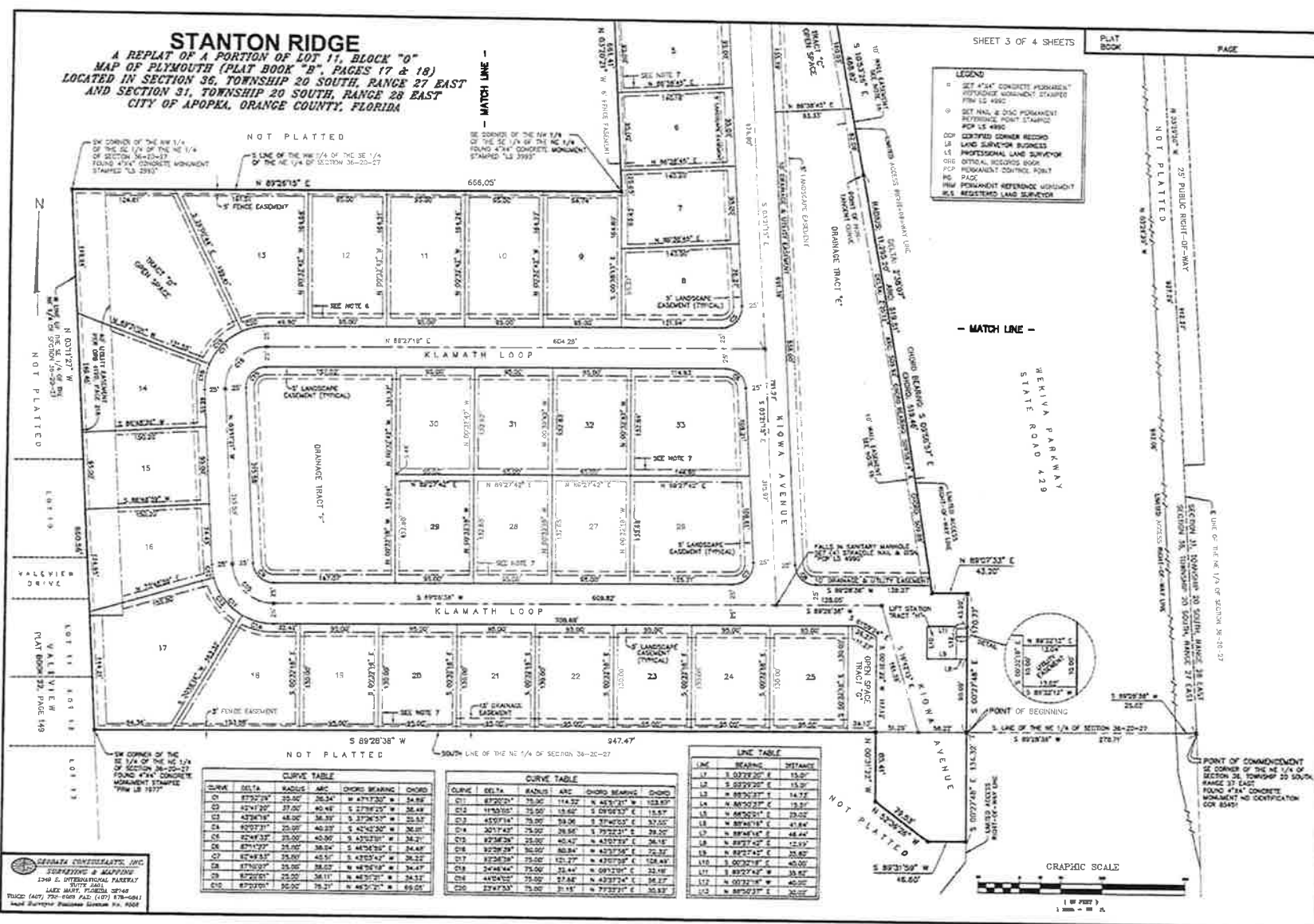
[illegible]

STANTON RIDGE A REPLAT OF A PORTION OF LOT 11, BLOCK "D" MAP OF PLYMOUTH (PLAT BOOK "B", PAGES 17 & 18) LOCATED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST CITY OF APOKA, ORANGE COUNTY, FLORIDA

SHEET 3 OF 4 SHEETS

PLAT BOOK

PAGE

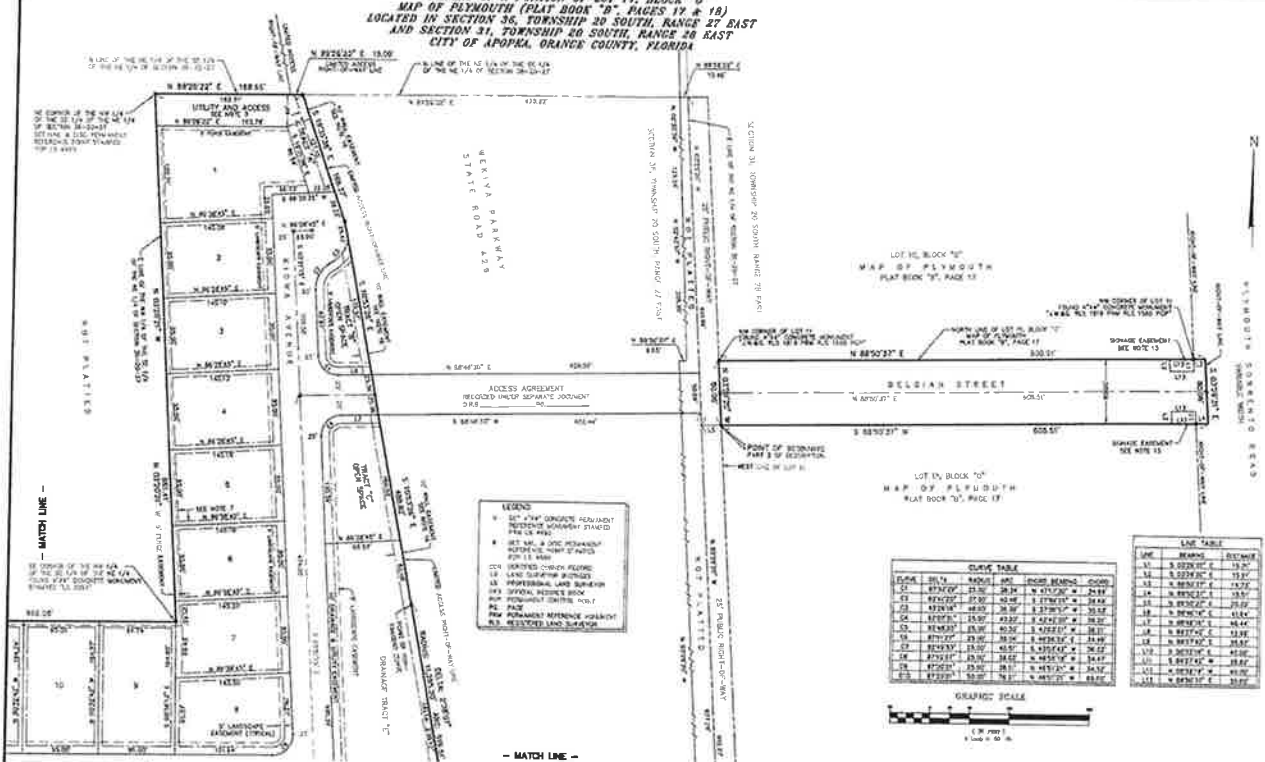


STANTON RIDGE A REPLAT OF A PORTION OF LOT 11, BLOCK "D" MAP OF PLYMOUTH (PLAT BOOK "D", PAGES 17 & 18) LOCATED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST CITY OF APOPA, ORANGE COUNTY, FLORIDA

SHEET 4 OF 4 SHEETS

PLAT
BOOK

PAGE



- LEGEND**
- 1. LOT "D" (PORTION REMAINING)
 - 2. LOT "D" (PORTION REMOVED)
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 - 100. LOT "D" (PORTION REMOVED)

CHANCE TABLE

| CHANCE | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% | 100% |
|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| 1 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 2 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 3 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 4 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 5 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 6 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 7 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 8 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 9 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |
| 10 | 10.00 | 20.00 | 30.00 | 40.00 | 50.00 | 60.00 | 70.00 | 80.00 | 90.00 | 100.00 |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| 1 | N 00°00'00" E | 10.00 |
| 2 | S 00°00'00" E | 10.00 |
| 3 | N 00°00'00" E | 10.00 |
| 4 | S 00°00'00" E | 10.00 |
| 5 | N 00°00'00" E | 10.00 |
| 6 | S 00°00'00" E | 10.00 |
| 7 | N 00°00'00" E | 10.00 |
| 8 | S 00°00'00" E | 10.00 |
| 9 | N 00°00'00" E | 10.00 |
| 10 | S 00°00'00" E | 10.00 |



APPROPRIATE DISTANCE TO BE
 MAINTAINED AT ALL TIMES
 FOR THE PROTECTION OF THE
 PUBLIC AND THE INTERESTS OF
 THE CITY OF APOPA.

EXHIBIT "E"

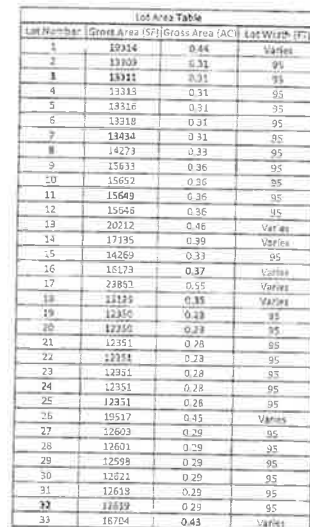
(Proposed Final Development Plan)

CARRIER OF INFORMATION

-

-

As a 100% USA owned company, we have a reputation for providing the best service and a

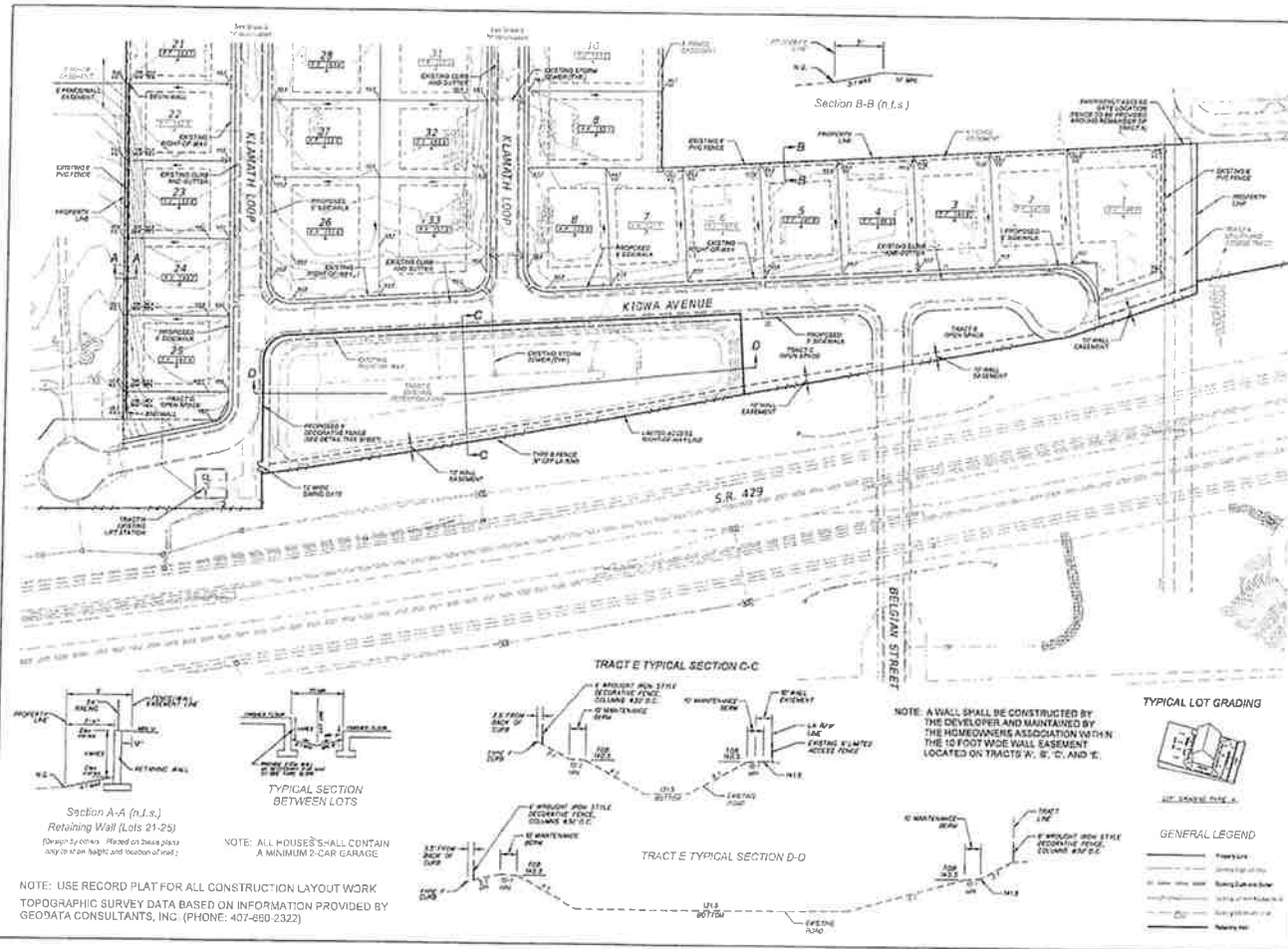
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GRADING PLAN

GTCC Engineering Corporation
 407-890-2322
 407-890-2323

DATE: 01/15/2010
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT: 100' WIDE WALL EASEMENT

SCALE: 1" = 40'



Section B-B (n.t.s.)

TRACT E TYPICAL SECTION C-C

TRACT E TYPICAL SECTION D-D

Section A-A (n.t.s.)
 Retaining Wall (Lots 21-28)
 (Show 2' min. height and location of wall.)

TYPICAL SECTION BETWEEN LOTS

NOTE: ALL HOUSES SHALL CONTAIN A MINIMUM 2-CAR GARAGE

NOTE: A WALL SHALL BE CONSTRUCTED BY THE DEVELOPER AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WITHIN THE 10 FOOT WIDE WALL EASEMENT LOCATED ON TRACTS A, B, C, AND E.

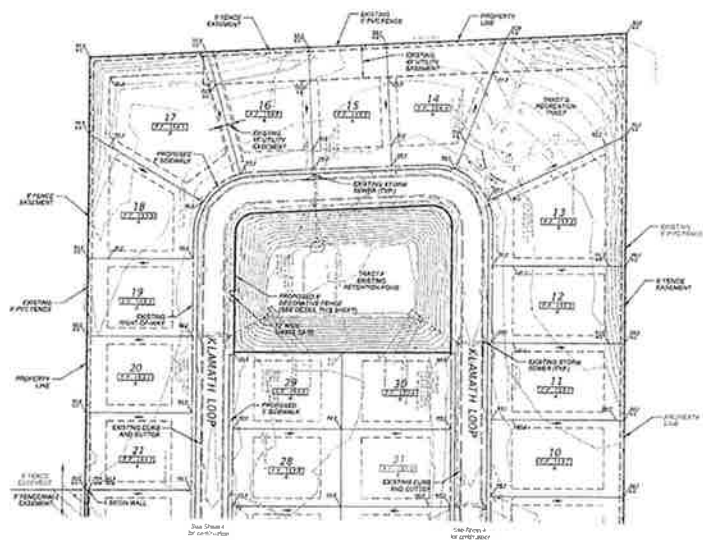
TYPICAL LOT GRADING



GENERAL LEGEND

- Proposed
- Existing
- Survey
- Utility
- Boundary

NOTE: USE RECORD PLAT FOR ALL CONSTRUCTION LAYOUT WORK
 TOPOGRAPHIC SURVEY DATA BASED ON INFORMATION PROVIDED BY
 GEODATA CONSULTANTS, INC. (PHONE: 407-890-2322)



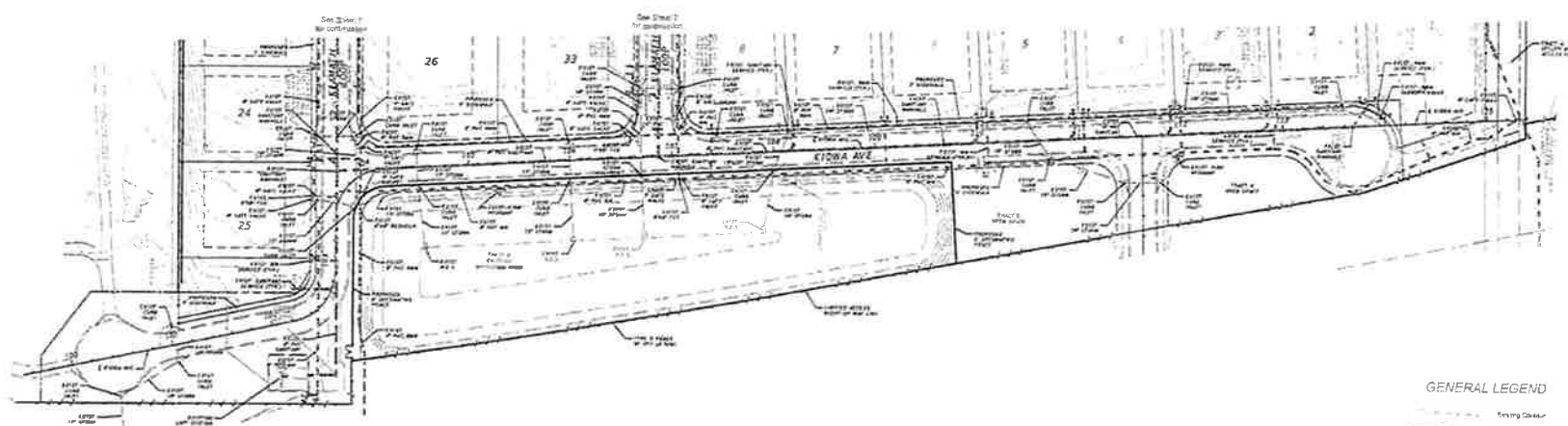
TYPICAL LOT GRADING

TYPICAL SECTION BETWEEN LOTS

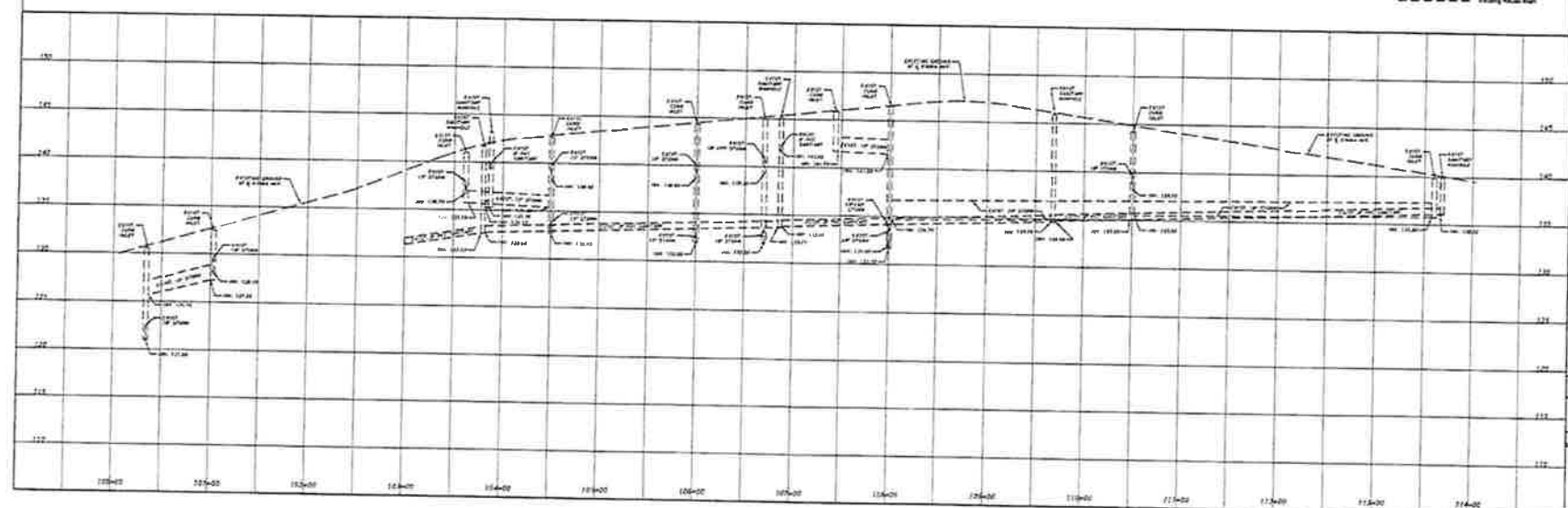
NOTE: ALL HOUSES SHALL CONTAIN
A MINIMUM 2-CAR GARAGE

TRACT F TYPICAL SECTION

GENERAL LEGEND



- GENERAL LEGEND**
- Existing Centerline
 - Existing Right-of-Way
 - Existing Curb and Gutter
 - Existing Watermain
 - Existing Storm Sewer
 - Existing Gas Main
 - Existing Electric Main
 - Existing Sewer Main



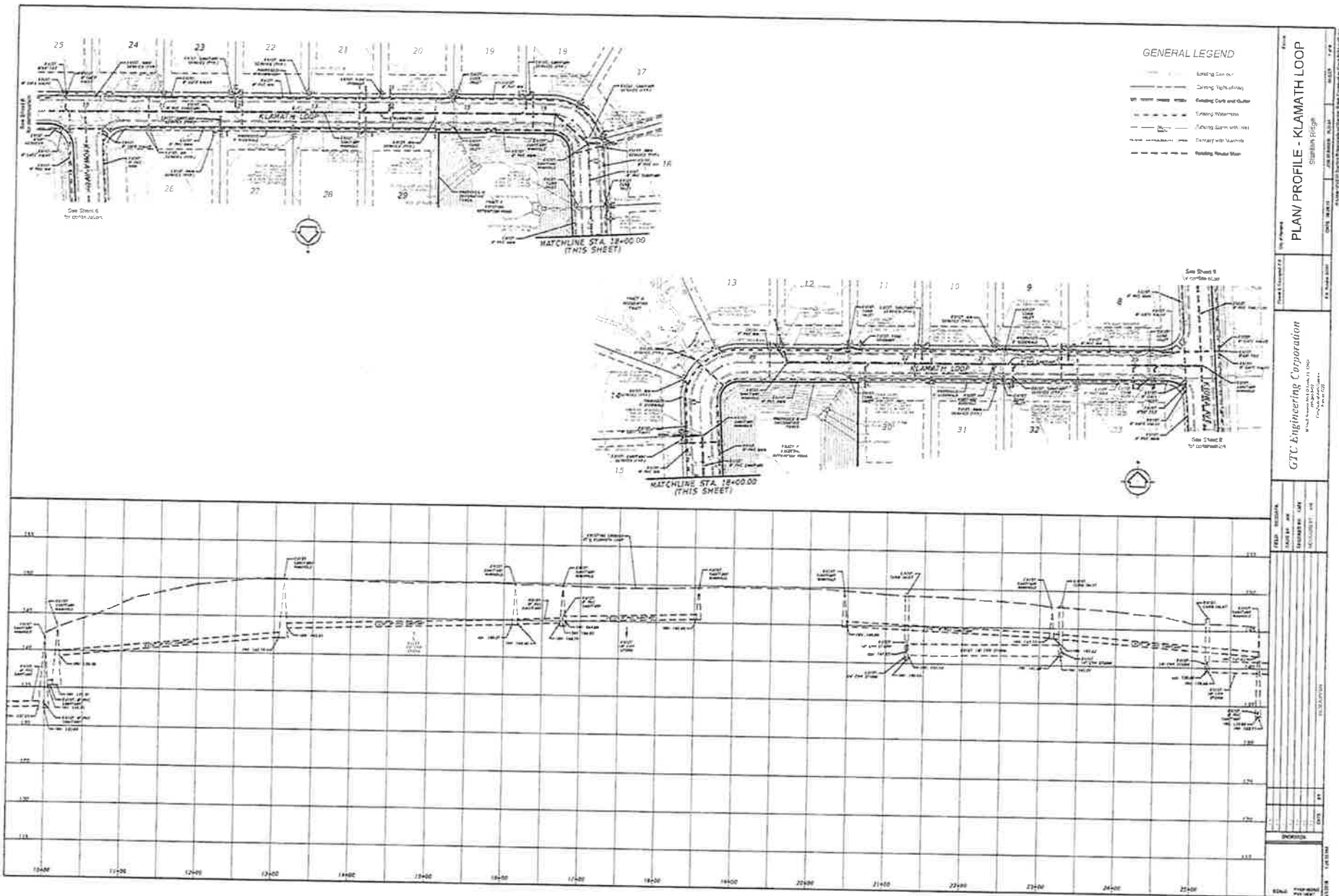
PLAN/PROFILE - KIOWA AVE.
 Stanton Ridge

CTC Engineering Corporation
 1000 S. 10th St., Suite 100
 Lincoln, NE 68502
 Phone: (402) 441-1111
 Fax: (402) 441-1112
 Email: info@ctceng.com

PROJECT INFORMATION

| | |
|-------------|---------|
| PROJECT NO. | 1000 |
| DATE | 10/1/00 |
| DESIGNED BY | CTC |
| CHECKED BY | CTC |
| APPROVED BY | CTC |

SCALE
 1" = 40' HORIZONTAL
 1" = 10' VERTICAL



**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel *Linda BL*

DATE: October 25, 2018

RE: Orange County's Request for a Limited Access Line Relocation Agreement and Resolution Authorizing the Establishment and Partial Release of Limited Access Lines and Sale, Project: 455, Parcel 45-502 (Partial)
Location: Northwest Corner of State Road 417 and Narcoossee Road, south of the OUC railroad tracks

BACKGROUND

In 2012, Central Florida Expressway Authority ("CFX") conveyed to Orange County a strip of property along the northwest corner of State Road 417 and Narcoossee Road, just south of the OUC railroad tracks, in unincorporated Orange County. The purpose of the conveyance related to the six-laning of Narcoossee Road between S.R. 417 and the southern boundary of Orange County (the "**Project**"). A portion of the property (the "**Property**") will not be utilized by either Orange County or the City of Orlando for the Project. The City of Orlando confirmed that the Narcoossee Road widening project will be built within the existing right of way as shown by the letter attached as **Exhibit 1**. A location map, an aerial, and a sketch depicting the Property are attached as **Composite Exhibit 2**. An aerial of the adjacent property is attached as **Exhibit 3**.

Orange County staff has indicated that the Property is not needed for County purposes and is suitable for sale. Thus, the Orange County Board of County Commissioners may authorize the County's Real Estate Management Division to offer the Property for sale in accordance with the provisions set forth in Section 125.35, Florida Statutes, including competitive bidding if required.

The Property is encumbered with a limited access line held by CFX running generally along the western boundary of the Property ("**the Western L/A Line**"). For the County to offer the Property for sale, it is in the best interest of both the County and CFX to establish a process to relocate the Western L/A Line to the eastern boundary of the Property ("**the Eastern L/A Line**"). The relocation of the Western L/A Line will allow the Property to be assembled with the adjacent property, thereby increasing the value of the Property, while still maintaining limited access rights in favor of CFX with the establishment of the Eastern L/A Line. The County has asked CFX to enter into an agreement addressing the process for releasing the Western L/A Line after the Eastern L/A Line is established. The proposed Limited Access Line Relocation Agreement is attached as **Exhibit 5**.

Further, the owner of the property that abuts the Western L/A Line has made an application to Orange County to purchase the Property and an application to CFX to purchase the release and relocation of the Western L/A Line. The adjacent property owner has offered to pay the appraised value of the Property and the appraised value of the release of the Western L/A Line, subject to the conveyance and establishment of the Eastern L/A Line in favor of CFX.

ANALYSIS

CFX is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “**Expressway Facility**”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX. CFX has adopted that certain Policy Regarding the Release of Limited-Access Lines, codified in Part 7 of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (the “**Policy**”), which Policy provides, in part, for the release of limited access rights of CFX upon determination that the release would not result in negative effects to CFX’s Expressway System.

CFX’s staff and its General Engineering Consultant (“GEC”) have examined the impact of the proposed release of the Western L/A line in conjunction with the establishment of the Eastern L/A Line. It is expected that the GEC will certify that the release of the Western L/A Line will not be needed for the present or future construction, operation or maintenance of the Expressway Facility, provided that the Eastern L/A Line is conveyed from County to CFX and established prior to the release of the Western L/A Line.

In accordance with the Policy, Mark Carpenter, MAI, appraised the Property and appraised the release and reestablishment of the Western L/A Line. He valued the Property in the after condition, assuming the Western L/A Line was released and the Eastern L/A Line was established, at One Hundred Ninety-Three Thousand Dollars (\$193,000). Next, he valued the release of the Western L/A Line at Ninety-Six Thousand Five Hundred Dollars (\$96,500). Mr. Carpenter’s Appraisal Report was reviewed by David Hall, who prepared an Appraisal Review Report.

RECOMMENDATION

We request Board approval of the Limited Access Line Relocation Agreement and the Resolution Authorizing the Establishment and Partial Release of Limited Access Lines and Sale at the appraised value of Ninety-Six Thousand Five Hundred Dollars (\$96,500.00), in accordance with CFX’s Policy, subject to the following conditions: (1) separate notice to the local government in which the Parcel is located is not required; (2) the Western L/A Line will not be released until the Eastern L/A Line is established in CFX’s favor; (3) an appropriate certificate is received from CFX’s GEC; (4) the Resolution takes effect upon the conveyance and establishment of the Eastern L/A Line; and (5) subject to a review of the existing utilities currently in place and, if necessary, the recording of easements to be conveyed by County to City at closing.

The Right of Way Committee recommended approval on October 24, 2018.

Attachments:

1. Letter from the City of Orlando
2. Location Map, Aerial, and Sketch of the Property
3. Aerial of Adjacent Property
4. Resolution Authorizing the Partial Release and Sale of Limited Access Line
5. Limited Access Line Relocation Agreement

Reviewed by:

A handwritten signature in blue ink, appearing to read "Joseph J. Hassinatore", is written over a horizontal line.

EXHIBIT 1



March 15, 2018

Linda Brehmer Lanosa
Deputy General Counsel
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

RE: Narcoossee Rd Widening & Improvements: Reich Property

Dear Ms. Lanosa,

The City of Orlando has confirmed that the Narcoossee Road Widening Project designed by WBQ will be built within the existing right-of-way. Further, the project will only impact the existing medians. The existing outside curb line, the proposed limited access right of way line per legal description (attached) and the Reich property adjacent to the project will not be impacted by the widening project.

Please don't hesitate to contact me if you have further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "F.J. Flynn", written over a horizontal line.

F.J. Flynn, AICP
Deputy Director, Transportation Department

c: Billy Hattaway, PE, Director, Transportation Department
Tanya Wilder, Transportation Policy Advisor
Chris Cairns, PE, PTOE, Division Manager, Transportation Engineering
Roy Payne, Chief Assistant City Attorney
Claudia Korobkoff, Transportation Planning Manager
Deborah Keeter, Central Florida Expressway Authority
John C. Reich, Reich Properties, Inc

TRANSPORTATION DEPARTMENT • TRANSPORTATION PLANNING

Orlando City Hall • 400 South Orange Avenue • Ninth Floor
PO Box 4990 • Orlando, FL 32802-4990

P 407.246.2821 • F 407.246.2848 • cityoforlando.net/transportation-planning

SCHEDULE "A" **LEGAL DESCRIPTION**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:


Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet; N 00°23'33" E a distance of 470.50 feet; N 50°44'16" E a distance of 29.43 feet; N 65°22'21" E a distance of 60.12 feet to the Point of Beginning.

Containing 24,176.11 square feet, or 0.56 acres, more or less.

HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 32-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL SEALED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

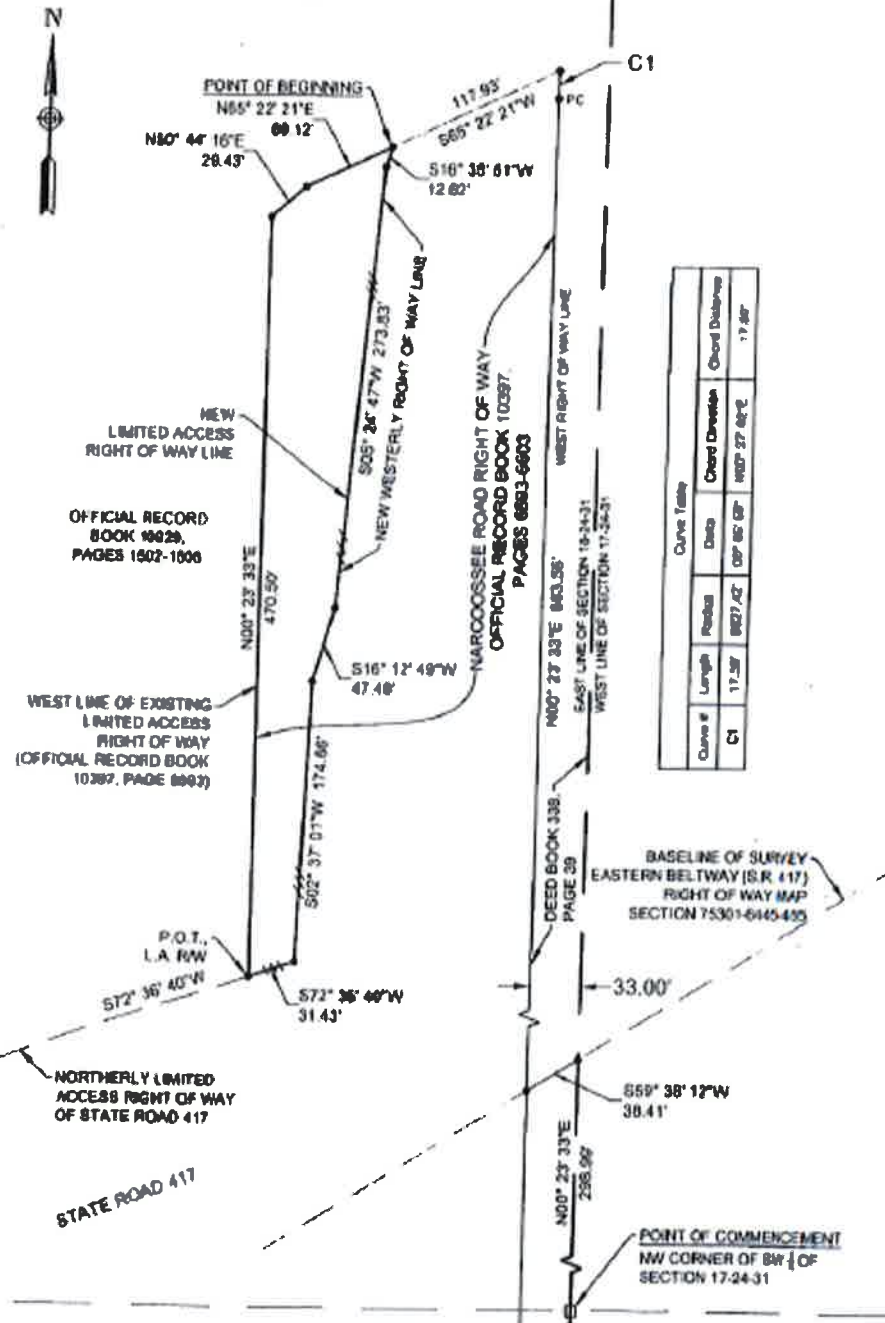
William R. Muscatello, Jr.
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 6886

THIS IS NOT A SURVEY

| | | | | |
|-------------------------|--------------------------------------|--------------|--|--|
| DRAWN BY: Washington | DATE: 12/20/16 | SECTION: 18 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  1300 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-6305 (407) 838-7840 | PREPARED FOR: Engineering - Survey Section |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 | | DRAWING SCALE: N/A |
| APPROVED BY: Muscatello | DRAWING FILE: 7849 Narcoossee Rd. | RANGE: 31 | | PROJECT NUMBER 7849 |
| REVISION DATE: 3/23/17 | | SHEET 1 OF 2 | | |

SCHEDULE "A" **SKETCH OF DESCRIPTION**

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



LEGEND

PC POINT OF CURVATURE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
L.A. LIMITED ACCESS
RW RIGHT OF WAY
• CHANGE IN DIRECTION.
NO POINT SET

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH S-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

| Curve # | Length | Radius | Delta | Chord Distance | Chord Bearing |
|---------|--------|----------|--------------|----------------|---------------|
| C1 | 17.28' | 8827.42' | 109° 05' 00" | 17.28' | 180° 27' 40"E |

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31 BEING N 00° 23' 33" E. PER OFFICIAL RECORD BOOK 10397, PAGES 6893-6903.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

| | | | | | |
|-------------------------|-------------------------------------|--------------|---|--|--|
| DRAWN BY: Washington | DATE: 12/20/18 | SECTION: 18 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32639-9895 (407) 836-7940 | | PREPARED FOR: Engineering - Survey Section |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 | | | DRAWING SCALE: 1"=100' |
| APPROVED BY: Muscatello | DRAWING FILE: 7849 Narcoossee Rd | RANGE: 31 | | | PROJECT NUMBER 7849 |
| REVISION DATE: 3/23/17 | | SHEET 2 OF 2 | | | |

COMPOSITE EXHIBIT 2

TAX ID NO: N/A
OWNER: ORANGE COUNTY BCC
PROJECT: NARCOOSSEE ROAD SURPLUS LAND
COUNTY: ORANGE

E

LOCATION MAP



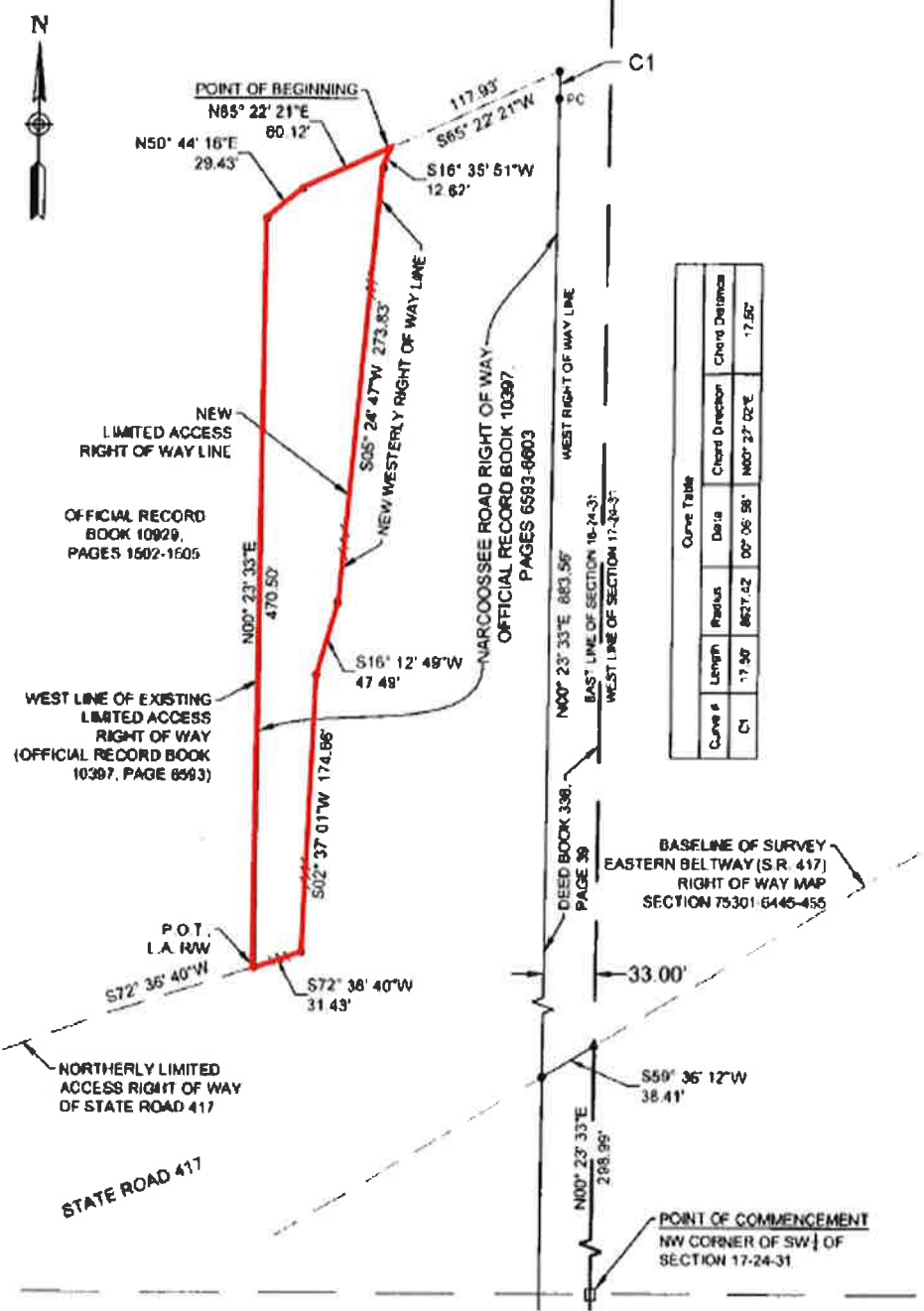
AERIAL PHOTOGRAPH



Approximate Representation
Source: Orange County Property Appraiser

SCHEDULE "A" SKETCH OF DESCRIPTION

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



- LEGEND**
- PC POINT OF CURVATURE
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - L.A. LIMITED ACCESS
 - R/W RIGHT OF WAY
 - CHANGE IN DIRECTION
 - NO POINT SET

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 31-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 00° 23' 33" E PER OFFICIAL RECORD BOOK 10397, PAGES 6593-6603.
 2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION SURVEY SECTION.
 3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:
Engineering -
Survey Section


| | | | | | |
|-------------------------|-------------------------------------|--------------|--|---|---------------------------|
| DRAWN BY: Washington | DATE: 12/20/16 | SECTION: 18 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32819-9205 (407) 836-7940 |  | DRAWING SCALE: 1"=100' |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 | | | PROJECT NUMBER 7849 |
| APPROVED BY: Muscatello | DRAWING FILE: 7849 Narcoossee Rd | RANGE: 31 | | | |
| REVISION DATE: 3/23/17 | | SHEET 2 OF 2 | | | |

EXHIBIT 3
AERIAL OF THE PROPERTY ADJACENT TO THE WESTERN L/A LINE

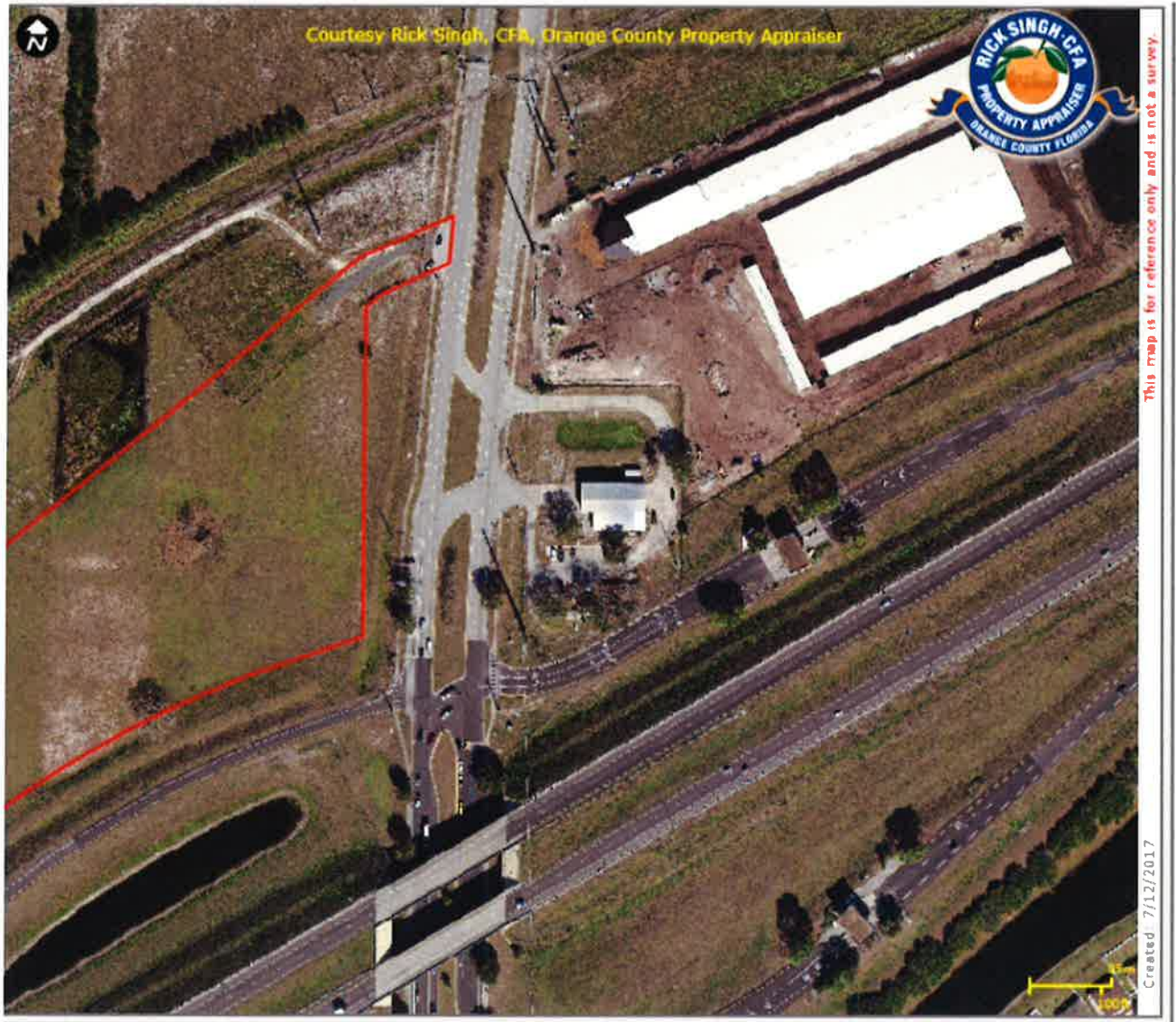


EXHIBIT 4

Resolution Authorizing the Partial Release and Sale of Limited Access Line

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING THE ESTABLISHMENT AND PARTIAL RELEASE OF
LIMITED ACCESS LINES AND SALE**

WHEREAS, the Central Florida Expressway Authority ("CFX") is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facility"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Release of Limited-Access Lines, Part 7 of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to as the "Policy"), which Policy provides for the release of limited access rights of CFX upon determination that the release would not result in negative effects to CFX's Expressway System; and

WHEREAS, in 2012, CFX conveyed to Orange County a strip of property along the northwest corner of State Road 417 and Narcoossee Road south of the OUC railroad tracks in unincorporated Orange County to facilitate the six-laning of Narcoossee Road between S.R. 417 and the southern boundary of Orange County (the "Project"); and

WHEREAS, a portion of the property ("Property") was not utilized by Orange County in connection with the Project and is not needed by the City of Orlando for the six-laning of Narcoossee Road; and

WHEREAS, the Property is encumbered with an existing limited access line in favor of CFX running generally along the western boundary of the Property ("the Western L/A Line"); and

WHEREAS, it is in the interest of CFX to establish a new limited access line in favor of CFX running generally along the eastern boundary of the Property ("the Eastern L/A Line") and, after such Eastern L/A Line is established, release the Western L/A Line; and

WHEREAS, CFX's General Engineering Consultant has certified that the release of the Western L/A Line will not be needed for the present or future construction, operation or maintenance of the Expressway Facilities, provided that the Eastern L/A Line is conveyed from County to CFX and established prior to the release of the Western L/A Line; and

WHEREAS, the adjacent property owner has made an application to Orange County to purchase the Property and an application to CFX to purchase the release of the Western L/A Line and has offered to pay the appraised value of the Property and the appraised value of the release of the Western L/A Line, subject to the conveyance and establishment of the Eastern L/A Line in favor of CFX; and

WHEREAS, CFX received an Appraisal Report valuing the Property at One Hundred Ninety-Three Thousand Dollars (\$193,000) and valuing the release of the Western L/A Line, after the establishment of the Eastern L/A Line, at Ninety-Six Thousand Five Hundred Dollars (\$96,500), which Appraisal Report was subject to an Appraisal Review Report; and

WHEREAS, CFX's Right of Way Committee has determined that the sale of the release of the Western L/A Line would be in the best interest of CFX and the public, provided that the Eastern L/A Line is established prior to such release; and

WHEREAS, after reviewing the appraisal reports, CFX's Right of Way Committee has recommended that the Western L/A Line be released and sold for the appraised value of Ninety-Six Thousand Five Hundred Dollars (\$96,500), in accordance with CFX's Policy, subject to the following conditions: (1) separate notice to the local government in which the Parcel is located is not required; and (2) the Western L/A Line will not be released until the Eastern L/A Line is established in CFX's favor.

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

1. CFX hereby declares that after the Eastern L/A Line is established, the release of the Western L/A Line identified in **Exhibit "A"** will not negatively affect Expressway Facilities.
2. CFX declares that it is in the public interest to establish the Eastern L/A Line and then release and sell the Western L/A Line, subject to compliance with requirements of the Policy.
3. Accordingly, CFX hereby declares that the Western L/A Line may be released and sold for the appraised value of Ninety-Six Thousand Five Hundred Dollars (\$96,500), in accordance with CFX's Policy, subject to the following conditions: (1) separate notice to the local government in which the Parcel is located is not required; and (2) the Western L/A Line will not be released until the Eastern L/A Line is established in CFX's favor.
4. This Resolution shall take effect upon the adoption by the CFX governing Board and upon the conveyance and establishment of the Eastern L/A Line in CFX's favor.

ADOPTED this _____ day of _____ 2018.

ATTEST: _____

Mimi Lamaute
Board Services Coordinator

Fred Hawkins, Chairman

Approved as to form and legality

Joseph L. Passiatore, General Counsel

EXHIBIT 5

Limited Access Line Relocation Agreement

LIMITED ACCESS LINE RELOCATION AGREEMENT

THIS LIMITED ACCESS LINE RELOCATION AGREEMENT (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, (“**County**”) and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes (“**CFX**”).

RECITALS

A. CFX conveyed the Parent Parcel (hereinafter defined) to County in 2012 in furtherance of County’s road construction project entitled “6 Laning of Narcoossee Road between S.R. 417 and Orange/Osceola Line” (the “**Project**”).

B. A portion of the Parent Parcel, such portion being the Property (hereinafter defined), was ultimately not required by County in connection with the Project, and contemporaneously herewith the Orange County Board of County Commissioners will be adopting a resolution declaring the Property not needed for County purposes and authorizing the County’s Real Estate Management Division to offer the Property for sale in accordance with the provisions set forth in Section 125.35, Florida Statutes, including competitive bidding if required.

C. In connection with potential future development of the Property, an existing limited access line in favor of CFX running generally along the western boundary of the Property (i.e. the Western L/A Line (hereinafter defined)) will need to be released by CFX and a new limited access line in favor of CFX running generally along the eastern boundary of the Property (i.e. the Eastern L/A/ Line (hereinafter defined)) will need to be granted to and established in favor of CFX. Likewise, an existing fence along the Western L/A Line will need to be removed and a new fence will need to be constructed along the Eastern L/A Line.

D. In anticipation of County electing to sell the Property, County and CFX (collectively, the “**Parties**”) desire to enter into this Agreement to provide a process for the relocation of the limited access line and associated fencing affecting the Property.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and CFX hereby agree as follows:

ARTICLE I – RECITALS; DEFINITIONS

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2 Definitions. As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) CFX Deed. The term “**CFX Deed**” shall mean and refer to that certain “Quit-Claim Deed” dated April 30, 2012, and recorded June 22, 2012, in Book 10397, Page 6593,

of the Public Records of Orange County, Florida.

(b) Eastern L/A Line. The term "**Eastern L/A Line**" shall mean and refer to that certain limited access line legally described on Exhibit "C" attached hereto, which exhibit is hereby incorporated herein by this reference, and which Eastern L/A Line generally runs along the eastern boundary of the Property.

(c) Effective Date. The term "**Effective Date**" shall mean and refer to the effective date of this Agreement, which date shall be latest of: (i) the date this Agreement is executed by CFX; (ii) the date this Agreement is executed by County; and (iii) the date this Agreement is approved by the Orange County Board of County Commissioners.

(d) Owner. The term "**Owner**" shall mean and refer to the individual, trust, estate, corporation, partnership, company, association, or other person or entity who purchases the Property from County and becomes the fee owner of the Property.

(e) Parent Parcel. The term "**Parent Parcel**" shall mean and refer to, collectively, those certain lands conveyed by CFX to County pursuant to the CFX Deed.

(f) Property. The term "**Property**" shall mean and refer to that certain land legally described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein by this reference, and which Property is a portion of the Parent Parcel.

(g) Western L/A Line. The term "**Western L/A Line**" shall mean and refer to that certain limited access line legally described on Exhibit "B" attached hereto, which exhibit is hereby incorporated herein by this reference, and which Western L/A Line generally runs along the western boundary of the Property.

(h) Notice Addresses. The term "**Notice Addresses**" shall mean and refer to:

As to County: Orange County, Florida
Real Estate Management Division
Attn: Manager
400 E. South St.
5th Floor
Orlando, FL 32801

with a copy to: Orange County, Florida
County Attorney's Office
Attn: County Attorney
201 S. Rosalind Ave.
3rd Floor
Orlando, FL 32801

As to CFX: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Rd.

Orlando, FL 32807

with a copy to: Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Rd.
Orlando, FL 32807

**ARTICLE II – CONVEYANCE OF EASTERN L/A LINE TO CFX;
REMITTANCE OF RELEASE PAYMENT**

Section 2.1 **Conveyance of Eastern L/A Line to CFX.** Contemporaneous with the closing (“**Closing**”) of an agreement between County and Owner to sell the Property (a “**Contract**”), but prior to the delivery and recording of any deed from County to Owner, County shall convey to CFX by Quit Claim Deed, in substantially the same form as **Exhibit “D,”** (the “**County Deed**”) all rights of ingress, egress, light, air and view to, from or across any right of way property adjoining the line described in **Exhibit “C,”** attached hereto and made a part hereof.

Section 2.2 **Release of Western L/A Line by CFX.** Within twenty (20) days following the Release Trigger (hereinafter defined), CFX shall release, by executing and recording a Notice of Partial Release of Limited Access Rights in substantially the same form as **Exhibit “E,”** (the “**Notice of Partial Release**”) the limited access rights represented by the limited access line described in **Exhibit “B,”** attached hereto and made a part hereof, but not any other portion of the limited access rights, the remainder of which shall remain and continue in full force and effect. CFX shall provide County with a copy of the recorded Notice of Partial Release within ten (10) business days following its recording. As used in this section, the “**Release Trigger**” shall be deemed to have occurred once all of the following have occurred: (i) the County Deed has been recorded by County in the Public Records of Orange County, Florida, and the Eastern L/A Line has been established in favor of CFX; (ii) CFX has received the Release Payment (hereinafter defined) from Owner; (iii) the Replacement Fence has been constructed by Owner; (iv) Owner has executed a Release of CFX per Section 4.19 below; and (v) all conditions precedent have occurred.

Section 2.3 **Release Payment.** Contemporaneous with Closing, County shall cause Owner to deliver to CFX – outside of Closing and pursuant to a direct delivery from Owner to CFX – funds in the amount of Ninety Six Thousand Five Hundred and No/100 U.S. Dollars (\$96,500.00) (the “**Release Payment**”) plus an additional sum equal to the amount that CFX will incur to record the Notice of Partial Release (“**Recording Fees**”). The Parties acknowledge that the Release Payment is the amount required to be paid to CFX for the release of the Western L/A Line pursuant to CFX’s “Property Acquisition, Disposition, & Permitting Procedures Manual”.

Section 2.4 **Termination of Agreement Upon Certain Failures.** In the event that either Closing does not occur on or before March 20, 2019, (the “**Outside Closing Date**”) or CFX does not receive the Release Payment and Recording Fees from Owner on or before the Outside Closing Date, then this Agreement shall terminate, be null and void, and be of no further force or effect.

Section 2.5 **Conditions Precedent to CFX’s Release of Western L/A Line.** CFX’s release of the Western L/A Line is contingent upon receipt of certificates from CFX’s General

Engineering Consultant and/or Bond Counsel approving the release; passage of the appropriate resolutions by CFX's Board; and approval by CFX's Right of Way Committee and Board.

ARTICLE III – REPLACEMENT FENCE

Section 3.1 Replacement Fence. After Closing, Owner, at Owner's sole cost and expense shall design, engineer, permit, and construct a new fence along the Eastern L/A Line meeting CFX's requirements and standards (the "**Replacement Fence**"). Owner shall complete construction of the Replacement Fence within sixty (60) days following Closing such that it meets CFX's approval.

Section 3.2 Removal of Existing Fence. Following recording of the Notice of Partial Release, Owner, at Owner's sole cost and expense, may (but shall not be required to) remove the fencing that, as of the Effective Date, exists along the Western L/A Line.

ARTICLE IV – MISCELLANEOUS

Section 4.1 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Section 4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 4.3 Modification. This Agreement may be altered, amended, or modified only by written instrument executed by both of the Parties.

Section 4.4 Agreement Not Recorded. This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

Section 4.5 Assignment. Except as otherwise set forth in this Section 4.5, neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties. Notwithstanding the foregoing, CFX acknowledges that it is County's intent to assign this Agreement (and all of County's rights, benefits, duties, and obligations hereunder) to Owner effective upon Closing. As such, after County has entered into a Contract with Owner, County shall send written notice to CFX notifying CFX of the identity of the Owner and requesting that CFX consent in writing to the assignment of this Agreement by County to Owner to be effective upon Closing. CFX shall not unreasonably withhold, condition, or delay its written consent to the assignment of this Agreement by County to Owner (to be effective upon Closing). In the event that CFX does not consent to the assignment of this Agreement by County to Owner (to be effective upon Closing), then County, by written notice to CFX, may elect to terminate this Agreement, whereupon this Agreement shall be null

and void, and be of no further force or effect. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to execute an assignment of this Agreement to Owner pursuant to this Section 4.5. The Executive Director of CFX, or her designee, is hereby authorized, on behalf of CFX, to execute a consent to an assignment of this Agreement to Owner pursuant to this Section 4.5.

Section 4.6 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 4.7 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 4.8 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 4.9 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and unenforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 4.10 Drafting; Negotiation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

Section 4.11 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 4.12 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 4.13 Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “**Default**” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for

a period of thirty (30) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have thirty (30) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 4.14 Available Remedy. In the event of a breach or default by any Party of any of the terms or conditions hereof, the non-breaching party may elect either to: (i) terminate this Agreement; or (ii) pursue specific performance of this Agreement. Upon a termination of this Agreement pursuant to this Section 4.14, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. Under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of breach or default by such Party hereunder.

Section 4.15 Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

Section 4.16 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

Section 4.17 Time. Time is of the essence with respect to this Agreement.

Section 4.18 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; U.S. Mail; or guaranteed overnight delivery service. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to furnish any notice required or allowed under this Agreement, including but not limited to pursuant to this Section 4.18.

Section 4.19 Release of CFX. In the event that this Agreement is assigned to Owner as described in Section 4.5 above, then Owner acknowledges and agrees that: (i) prior to CFX's release of the Western L/A Line, Owner shall remise, release, acquit, satisfy, and forever discharge CFX, 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 CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with the release and reestablishment of the l/a lines, including, without limitation, any claim for loss of access to Owner's remaining property, severance damages to Owner's remaining property, business damages or any other damages, all from the beginning of

the world to the day thereof; and (ii) a release signed by the Owner shall accompany the Notice of Partial Release. (ROW Manual, Sec 5-5.025)

Section 4.20 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.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, County and CFX have caused this Agreement to be duly executed as of the Effective Date.

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
Orange County Mayor

Date _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name: _____

IN WITNESS WHEREOF, County and CFX have caused this Agreement to be duly executed as of the Effective Date.

"CFX"

Signed, sealed, and delivered
in the presence of:

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a body corporate and an agency
of the State of Florida, created by Part III of
Chapter 348, Florida Statutes

| | |
|-------------------|-------------------|
| _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| _____ | Title: _____ |
| Print Name: _____ | Date: _____ |

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes on behalf of such authority. S/he ____ is personally known to me OR ____ has produced _____ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Property

(see attached one (1) legal and sketch of description totaling two (2) pages)

SCHEDULE "A" **LEGAL DESCRIPTION**

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of land lying within Narcoossee Road right of way as described in Official Record Book 10397, Pages 6593-6603 of the Public Records of Orange County, Florida; and being in Section 18, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E, and a chord distance of 17.50 feet; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning; thence run the following courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet; N 00°23'33" E a distance of 470.50 feet; N 50°44'16" E a distance of 29.43 feet; N 65°22'21" E a distance of 60.12 feet to the Point of Beginning.

Containing 24,176.11 square feet, or 0.56 acres, more or less.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 3J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

William R. Muscatello, Jr.
REGISTERED LAND SURVEYOR
AND MAPPER
STATE OF FLORIDA LICENSE NO. 4928

THIS IS NOT A SURVEY

PREPARED FOR:
Engineering -
Survey Section

DRAWING SCALE:
N/A
PROJECT NUMBER
7849

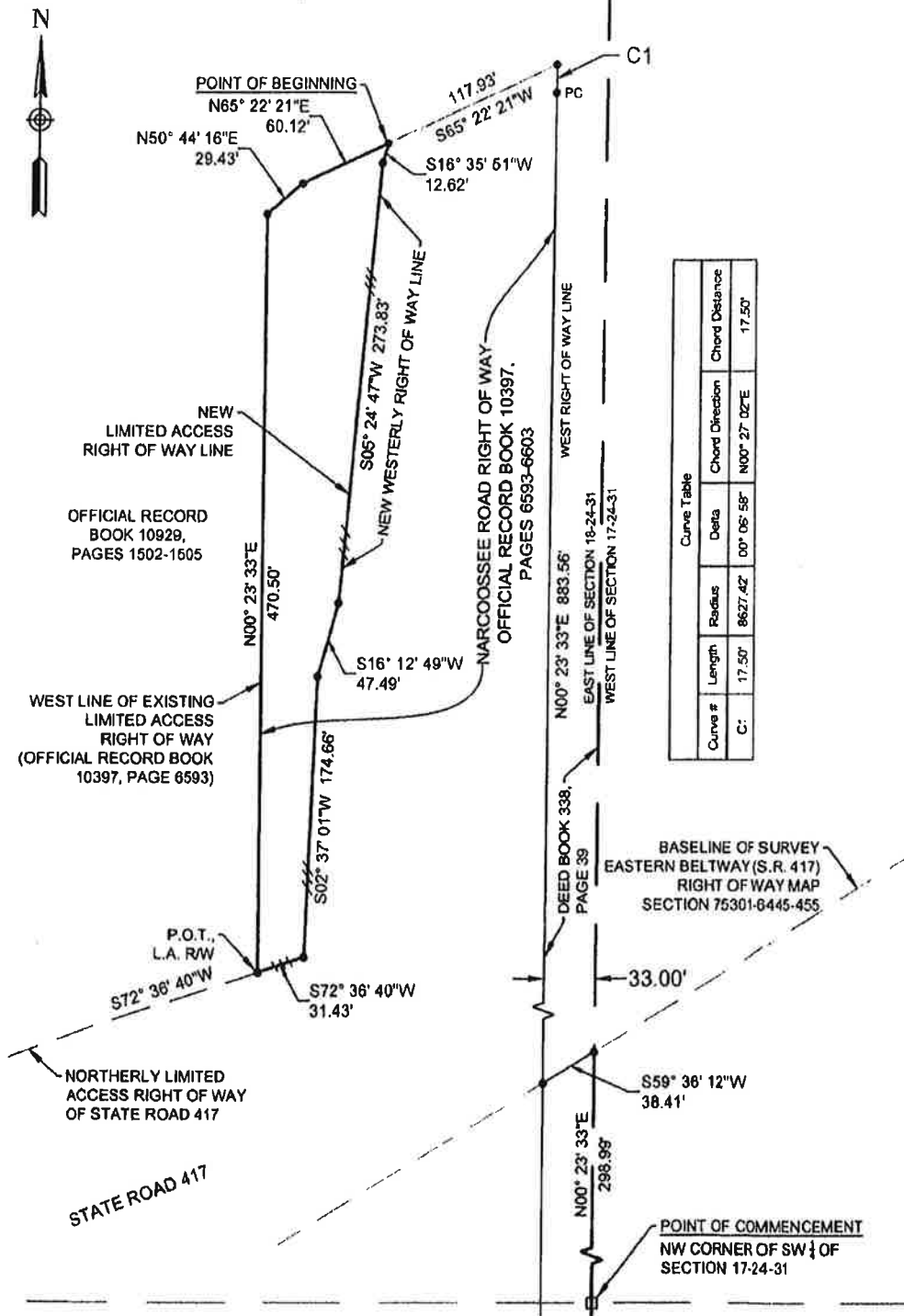
| | | |
|-------------------------|---------------------|--------------|
| DRAWN BY: Washington | DATE: 12/20/16 | SECTION: 18 |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 |
| APPROVED BY: Muscatello | DRAWING FILE: | RANGE: 31 |
| REVISION DATE: 3/23/17 | 7849 Narcoossee Rd. | SHEET 1 OF 2 |

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



SCHEDULE "A" SKETCH OF DESCRIPTION

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



LEGEND

PC POINT OF CURVATURE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
LA LIMITED ACCESS
R/W RIGHT OF WAY
● CHANGE IN DIRECTION.
○ NO POINT SET

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 54-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

| Curve Table | | | | |
|-------------|--------|----------|-------------|----------------|
| Curve # | Length | Radius | Delta | Chord Distance |
| C1 | 17.50' | 8627.42' | 00° 06' 58" | 17.50' |

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 00° 23' 33" E, PER OFFICIAL RECORD BOOK 10397, PAGES 6593-6603.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:
Engineering -
Survey Section

DRAWN BY: Washington
CHECKED BY: Muscatello
APPROVED BY: Muscatello
REVISION DATE: 3/23/17

DATE: 12/20/16
JOB No: 7849
DRAWING FILE:
7849 Narcoossee Rd

SECTION: 18
TOWNSHIP: 24
RANGE: 31
SHEET 2 OF 2

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32838-9205
(407) 836-7940



DRAWING SCALE:
1"=100'
PROJECT NUMBER
7849

EXHIBIT "B"

Legal Description of the Western L/A Line

(see attached one (1) legal and sketch of description totaling two (2) pages)

SCHEDULE "A"
LEGAL DESCRIPTION OF
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RELEASE OF LIMITED ACCESS RIGHTS
(CFX PROJECT 455, PARCEL 45-502)

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

A portion of the Limited Access Right of Way line along Narcoossee Road proposed for release as described in Official Record Book 10397, Pages 6593-6603, of the Public Records of Orange County, Florida, all being and lying in Section 18, Township 24 South, Range 31 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", and a chord bearing of N 00°27'02" E; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 178.07 feet; thence run S 50°44'16" W a distance of 29.43 feet to the Point of Beginning; thence run along the West line of the Existing Limited Access right of way to be released S 00°23'33" W a distance of 470.50 feet to the proposed Point of Termination of said Limited Access right of way line.


I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



William R. Muscatello, Jr.
 REGISTERED LAND SURVEYOR
 AND MAPPER
 STATE OF FLORIDA LICENSE NO. 4928

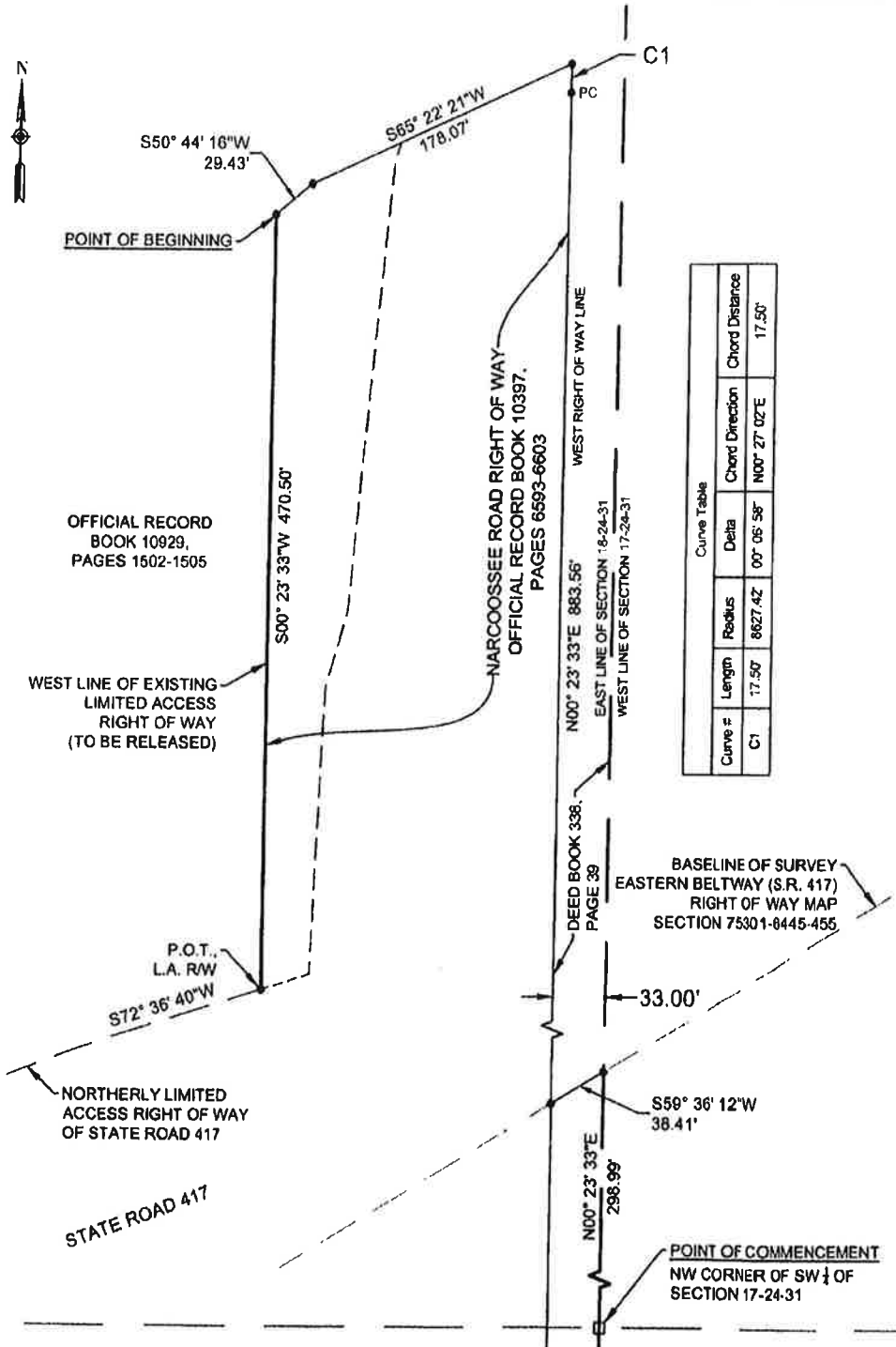
THIS IS NOT A SURVEY

PREPARED FOR:
 Engineering -
 Survey Section

| | | | | | |
|-------------------------|---------------------|--------------|--|---|-----------------------|
| DRAWN BY: Washington | DATE: 3/9/17 | SECTION: 18 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 838-7940 |  | DRAWING SCALE: N/A |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 | | | PROJECT NUMBER |
| APPROVED BY: Muscatello | DRAWING FILE: | RANGE: 31 | | | 7849 |
| REVISION DATE: 3/23/17 | 7849 Narcoossee Rd. | SHEET 1 OF 2 | | | |

SCHEDULE "A"
SKETCH OF DESCRIPTION OF CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
RELEASE OF LIMITED ACCESS RIGHTS
(CFX PROJECT 455, PARCEL 45-502)

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



LEGEND

PC POINT OF CURVATURE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
L.A. LIMITED ACCESS
RW RIGHT OF WAY
● CHANGE IN DIRECTION,
NO POINT SET

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY, NOR HAS FIELD
WORK BEEN PERFORMED IN ACCORDANCE
WITH 51-17, FLORIDA ADMINISTRATIVE
CODE FOR PREPARATION OF THIS DRAWING.

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 00°23'33" E, PER OFFICIAL RECORD BOOK 10397, PAGES 6593-6603.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:
Engineering -
Survey Section

DRAWING SCALE:
1" = 100'

PROJECT NUMBER
7849

| | | |
|-------------------------|--------------------|--------------|
| DRAWN BY: Washington | DATE: 3/9/17 | SECTION: 18 |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 |
| APPROVED BY: Muscatello | DRAWING FILE: | RANGE: 31 |
| REVISION DATE: 3/23/17 | 7849 Narcoossee Rd | SHEET 2 OF 2 |

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



EXHIBIT "C"

Legal Description of the Eastern L/A Line

(see attached one (1) legal and sketch of description totaling two (2) pages)

SCHEDULE "A"
LEGAL DESCRIPTION FOR
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ESTABLISH LIMITED ACCESS RIGHTS
(CFX PROJECT 455, PARCEL 45-502)

FOR SKETCH OF DESCRIPTION, SEE SHEET 2 OF 2

All rights of ingress, egress, light, air, and view to, from, or across the following described line which may otherwise accrue to any property adjoining said line:


Commence at the Northwest corner of the Southwest 1/4 of Section 17, Township 24 South, Range 31 East, Orange County, Florida; thence run N 00°23'33" E along the West line of said Section 17 for a distance of 298.99 feet to a point on the Baseline of Survey for the Eastern Beltway (SR 417) as shown on Right-of-way Map Section 75301-6445-455 prepared by Jones, Wood & Gentry, Inc., dated 02-07-91; thence run S 59°36'12" W along said Baseline of Survey for 38.41 feet to a point on the West Right of Way line of Narcoossee Road as granted by Deed Book 338, page 39 of the Public Records of Orange County, Florida; thence run N 00°23'33" E along said West right of way line for a distance of 883.56 feet to a point of curvature of a curve concave to the East having a radius of 8,627.42 feet, a central angle of 00°06'58", a chord distance of 17.50 feet, and a chord bearing of N 00°27'02" E; thence run along the arc of said curve for a distance of 17.50 feet; thence run S 65°22'21" W for a distance of 117.93 feet to the Point of Beginning for the Limited Access Right of Way along Narcoossee Road; thence continue from said point and along said Limited Access line the following 5 courses and distances: S 16°35'51" W a distance of 12.62 feet; S 05°24'47" W a distance of 273.83 feet; S 16°12'49" W a distance of 47.49 feet; S 02°37'01" W a distance of 174.66 feet; S 72°36'40" W a distance of 31.43 feet to the Point of Termination of said Limited Access Right of Way line.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN, OR OTHER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



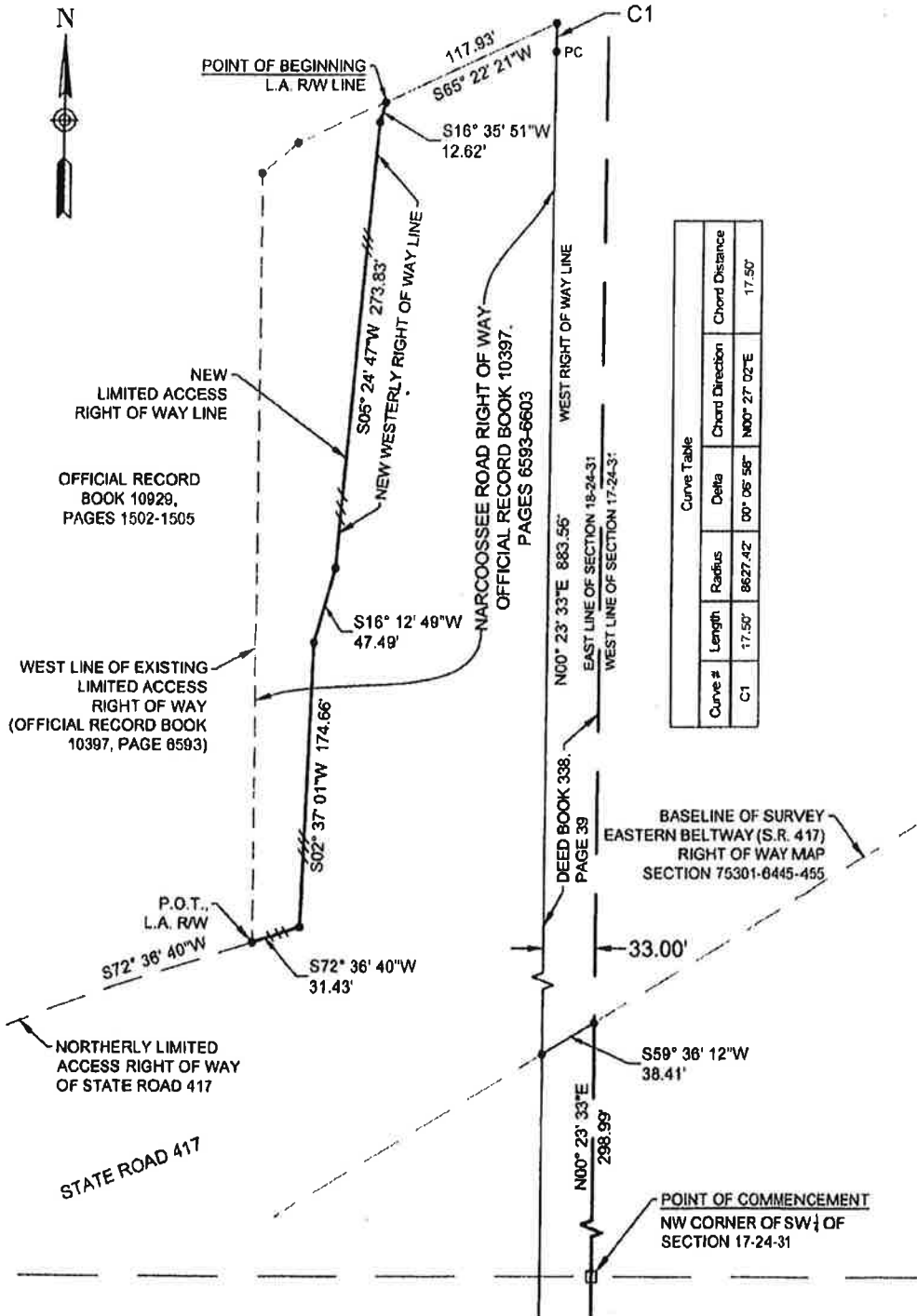
William R. Muscatello, Jr.
 REGISTERED LAND SURVEYOR
 AND MAPPER
 STATE OF FLORIDA LICENSE NO. 4928

THIS IS NOT A SURVEY

| | | | | | |
|-------------------------|---------------------|--------------|--|---|--|
| DRAWN BY: Washington | DATE: 12/20/16 | SECTION: 18 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7840 |  | PREPARED FOR: Engineering - Survey Section |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 | | | DRAWING SCALE: N/A |
| APPROVED BY: Muscatello | DRAWING FILE: | RANGE: 31 | | | PROJECT NUMBER |
| REVISION DATE: 3/23/17 | 7849 Narcoossee Rd. | SHEET 1 OF 2 | | | 7849 |

SCHEDULE "A"
SKETCH OF DESCRIPTION FOR
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ESTABLISH LIMITED ACCESS RIGHTS
(CFX PROJECT 455, PARCEL 45-502)

FOR LEGAL DESCRIPTION, SEE SHEET 1 OF 2



| Curve Table | | | | |
|-------------|--------|----------|-----------------|----------------|
| Curve # | Length | Radius | Chord Direction | Chord Distance |
| C1 | 17.50' | 8627.42' | N00° 27' 02" E | 17.50' |

LEGEND

PC POINT OF CURVATURE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
L.A. LIMITED ACCESS
R/W RIGHT OF WAY
● CHANGE IN DIRECTION,
NO POINT SET

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY. NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH S.J. 17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17-24-31, BEING N 00°23'33" E, AN ASSUMED BEARING.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.

PREPARED FOR:
Engineering -
Survey Section

DRAWING SCALE:
1" = 100'

PROJECT NUMBER
7849

| | | |
|-------------------------|--------------------|--------------|
| DRAWN BY: Washington | DATE: 12/20/16 | SECTION: 18 |
| CHECKED BY: Muscatello | JOB No: 7849 | TOWNSHIP: 24 |
| APPROVED BY: Muscatello | DRAWING FILE: | RANGE: 31 |
| REVISION DATE: 3/23/17 | 7849 Narcoossee Rd | SHEET 2 OF 2 |

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940



EXHIBIT "D"

Form of Quit Claim Deed to CFX Establishing Eastern L/A Line

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed on _____, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, to Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, having its principal place of business at 4974 ORL Tower Road, Orlando, Florida 32807, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand – including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule "A" – which the said GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in Orange County, Florida, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

unassigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim, including all rights of ingress, egress, light, air, and view to, from, or across the line as described in Schedule "A", whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the said GRANTEE forever.

Project: Narcoossee Road @ S. R. 417 Right of Way Transfer (Surplus Property)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

Orange County, Florida
By Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

Paul Sladek, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

EXHIBIT "E"

Form of CFX's Notice of Partial Release of Western L/A Line

(see attached one (1) instrument totaling two (2) pages)

Prepared by and Return to:

Linda S. Brehmer Lanosa
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For recording purposes

SR 417, Project 455
Parcel 45-502 (Narcoossee Road R/W)

NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE

THIS NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE ("Notice") is hereby executed the _____ day of _____, 2018 by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807.

RECITALS:

WHEREAS, CFX is the owner and holder of a limited access line running north along the west side of Narcoossee Road, north of State Road 417 more particularly described as Limited Access Right of Way Parcel 45-502 as acquired by that certain Warranty Deed recorded April 5, 1991 in O.R. 4275, Page 2484 and by Corrective Warranty Deed recorded July 28, 2005 in O.R. Book 8095, page 888, and reserved in Quit-Claim Deed executed April 30, 2012, and recorded June 22, 2012 in O.R. Book 10397, Page 6593 of the public records of Orange County, Florida (the "Original Limited Access Line"); and

WHEREAS, Orange County has conveyed to CFX a new limited access line also along the west side of Narcoossee Road via County Deed recorded as Document number _____; and

WHEREAS, CFX is desirous of releasing a portion of the Original Limited Access Line along Narcoossee Road more particularly described on **EXHIBIT "1."**

WITNESSETH:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which CFX hereby acknowledges, the CFX agrees:

SR 417, Project 455
Parcel 45-502 (Narcoossee Road R/W)

1. **Incorporation.** The foregoing recitals are hereby incorporated into and made a part of this Notice.

2. **Release.** CFX hereby releases and terminates the portion of the Original Limited Access Line represented by the limited access line more particularly set forth on **EXHIBIT "1"** attached hereto and incorporated herein by this reference. It is understood and agreed that nothing contained herein shall be construed to release, discharge or convey any other portion of the limited access line, the remainder of which shall remain and continue in full force and effect.

IN WITNESS WHEREOF, CFX has caused this instrument to be executed in the manner and form sufficient to bind it as of the day and year first above written.

WITNESSES:

"CFX"

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

Print Name: _____

Print Name _____

By: _____
Chairman Fred Hawkins

APPROVED AS TO FORM FOR CFX ONLY

Date: _____

By: _____
Joseph Passiatore, General Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 2018 by Fred Hawkins, as Chairman of the Central Florida Expressway Authority,
a body politic and corporate, and an agency of the state, under the laws of the State of Florida. He
is personally known to me or has produced _____ as identification.

(Notary Seal)

Signature of Notary Public, State of Florida


Printed Notary Name

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 16, 2018

SUBJECT: Approval of Purchase Order to Temple, Inc. for Field Ethernet Switch Equipment
Project 599-542

Board approval is requested to issue a purchase order to Temple, Inc. in the amount of \$154,630.00 for Field Ethernet Switch Equipment.

An Invitation to Bid for the referenced project was advertised on September 23, 2018. Responses to the Invitation were received from two contractors by the deadline.



Bid results were as follows:

| <u>Bidder</u> | <u>Bid Amount</u> |
|-------------------------------|-------------------|
| 1. Temple, Inc. | \$154,630.00 |
| 2. Intelligent Transportation | \$178,920.00 |

The Estimate for this project is \$150,000.00 and \$157,000 is included in the Five-Year Work Plan.

The purchase of Field Ethernet Switch Equipment is to maintain existing Intelligent Transportation Systems Network throughout CFX's system.

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


Reviewed by: 
Bryan Homayouni
Manager of Traffic Operations 

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 16, 2018

SUBJECT: Approval of Purchase Order to iS5 Communications, Inc. for iS5 Terminal Servers
Project 599-550

Board approval is requested to issue a purchase order to iS5 Communications, Inc. in the amount of \$113,800.00 for iS5 Terminal Servers.

An Invitation to Bid for the referenced project was advertised on September 23, 2018. Responses to the Invitation were received from three contractors by the deadline.

Bid results were as follows:

| <u>Bidder</u> | <u>Bid Amount</u> |
|-------------------------------|-------------------|
| 1. iS5 Communications, Inc. | \$113,800.00 |
| 2. Intelligent Transportation | \$116,000.00 |
| 3. Temple, Inc. | \$122,700.00 |

The Estimate for this project is \$125,000.00 and \$135,000.00 is included in the Five-Year Work Plan.

Terminal servers are required at each Traffic Monitoring Station (TMS) throughout the system to connect the TMS to the Fiber Optic Network.

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

Reviewed by: 

Bryan Homayouni
Manager of Traffic Operations




**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 23, 2018

SUBJECT: Approval of Purchase Order to SHI, Inc. for
Microsoft Software Annual Licensing and Services


Board approval is requested to issue a purchase order to SHI, Inc. in a not-to-exceed amount of \$180,000.00 for a three year term for licensing, services and support of Microsoft Software.

This purchase will insure CFX continues to receive full use of Microsoft software for internal operations. This will be a cooperative (piggyback) procurement based on the current State of Florida Contract No. 43230000-15-02, which will allow us to take advantage of the competitive rate already negotiated by the State of Florida.

This amount is budgeted in the OM&A Budget.

Reviewed by: 

Jim Greer
Director of IT



E.1.

Chairman's Report

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

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: October 24, 2018 

RE: September 2018 Financial Reports

Attached please find the September 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 SEPTEMBER 30, 2018 AND YEAR-TO-DATE**

| | FY 19 MONTH ACTUAL | FY 19 MONTH BUDGET | FY 19 YEAR-TO-DATE ACTUAL | FY 19 YEAR-TO-DATE BUDGET | FY 19 YEAR-TO-DATE VARIANCE | FY 19 YEAR-TO-DATE % VARIANCE | FY 18 - 19 YEAR-TO-DATE COMPARISON |
|---|-----------------------------------|-----------------------------------|--|--|--|--|---|
| REVENUES | | | | | | | |
| TOLLS | \$ 35,440,988 | \$ 36,934,613 | \$ 114,323,905 | \$ 111,272,937 | \$ 3,050,968 | 2.7% | 24.7% |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S | \$ 421,431 | 523,479 | 1,540,822 | 1,534,126 | 6,696 | 0.4% | -1.6% |
| TRANSPONDER SALES | \$ 31,538 | 13,710 | 92,047 | 64,029 | 28,019 | 43.8% | 39.2% |
| OTHER OPERATING | \$ 100,020 | 112,148 | 239,822 | 234,094 | 5,727 | 2.4% | -19.2% |
| INTEREST | \$ 212,096 | 230,000 | 928,417 | 720,000 | 208,417 | 28.9% | -8.2% |
| MISCELLANEOUS | \$ 99,280 | 86,287 | 290,479 | 272,242 | 18,237 | 6.7% | 8.9% |
| TOTAL REVENUES | \$ 36,305,353 | 37,900,237 | 117,415,492 | 114,097,428 | 3,318,065 | 2.9% | 23.8% |
| O M & A EXPENSES | | | | | | | |
| OPERATIONS | \$ 6,099,179 | 5,594,018 | 10,276,952 | 11,249,323 | 972,371 | 8.6% | 33.5% |
| MAINTENANCE | \$ 678,624 | 966,889 | 1,481,490 | 1,856,874 | 375,384 | 20.2% | -23.1% |
| ADMINISTRATION | \$ 506,371 | 719,036 | 1,498,768 | 1,763,892 | 265,124 | 15.0% | 1.5% |
| OTHER OPERATING | \$ 84,545 | 102,240 | 84,545 | 102,240 | 17,694 | 17.3% | -44.9% |
| TOTAL O M & A EXPENSES | \$ 7,368,720 | 7,382,183 | 13,341,755 | 14,972,328 | 1,630,573 | 10.9% | 18.5% |
| NET REVENUES BEFORE DEBT SERVICE | \$ 28,936,634 | 30,518,054 | 104,073,737 | 99,125,099 | 4,948,638 | 5.0% | 24.5% |
| COMBINED NET DEBT SERVICE | \$ 13,907,365 | 14,059,750 | 41,909,627 | 42,194,181 | 284,554 | 0.7% | -0.4% |
| NET REVENUES AFTER DEBT SERVICE | \$ 15,029,269 | \$ 16,458,304 | \$ 62,164,110 | \$ 56,930,918 | \$ 5,233,191 | 9.2% | 49.6% |

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 2019
FOR THE MONTH ENDING SEPTEMBER 30, 2018 AND YEAR-TO-DATE**

| | FY 2019 ACTUAL | FY 2019 BUDGET | VARIANCE | FY 19 YEAR-TO-DATE % VARIANCE |
|----------------------------|-------------------------------|-------------------------------|-----------------|--|
| Operations | \$ 10,276,952 | \$ 11,249,323 | \$ 972,371 | 8.6% |
| Maintenance | 1,481,490 | 1,856,874 | 375,384 | 20.2% |
| Administration | 1,498,768 | 1,763,892 | 265,124 | 15.0% |
| Other Operating | <u>84,545</u> | <u>102,240</u> | <u>17,694</u> | <u>0.0%</u> |
| Total O M & A | \$ 13,341,755 | \$ 14,972,328 | \$ 1,630,573 | 10.9% |
| Capital Expenditures | | | | |
| Operations | \$ - | \$ 25,583 | 25,583 | 100.0% |
| Maintenance | - | 20,000 | 20,000 | 100.0% |
| Administration | <u>-</u> | <u>5,000</u> | <u>5,000</u> | <u>100.0%</u> |
| Total Capital Expenditures | \$ - | \$ 50,583 | \$ 50,583 | 100.0% |

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
Operations - Comparison of Actual to Budget
For the Three Months Ending September 30, 2018**

| | YTD Actual | YTD Budget | Budget Variance | Variance Percentage |
|----------------------------------|-----------------------|-----------------------|----------------------------|--------------------------------|
| Toll Operations | 122,044 | 128,137 | 6,094 | 4.76% |
| Image Review | 976,814 | 1,105,558 | 128,745 | 11.65% |
| Special Projects | 8,658 | 41,526 | 32,868 | 79.15% |
| Information Technology | 667,310 | 702,594 | 35,284 | 5.02% |
| E-PASS Service Center | 4,460,876 | 4,489,610 | 28,734 | 0.64% |
| E-PASS Business Services | 30,279 | 35,838 | 5,559 | 15.51% |
| Public Outreach/Education | 240,273 | 257,731 | 17,459 | 6.77% |
| Subtotal CFX | 6,506,253 | 6,760,995 | 254,742 | 3.77% |
| Plazas | 3,770,699 | 4,513,911 | 743,213 | 16.46% |
| Subtotal Toll Facilities | 3,770,699 | 4,513,911 | 743,213 | 16.46% |
| Total Operations Expenses | 10,276,952 | 11,274,906 | 997,955 | 8.85% |



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Three Months Ending September 30, 2018**

| | YTD Actual | YTD Budget | Budget Variance | Variance Percentage |
|-----------------------------------|-----------------------|-----------------------|----------------------------|--------------------------------|
| Maintenance Administration | 475,563 | 511,901 | 36,338 | 7.10% |
| Traffic Operations | 329,816 | 385,150 | 55,335 | 14.37% |
| Routine Maintenance | 676,112 | 979,823 | 303,711 | 31.00% |
| Total Maintenance Expenses | 1,481,490 | 1,876,874 | 395,384 | 21.07% |

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Three Months Ending September 30, 2018**

| | YTD Actual | YTD Budget | Budget Variance | Variance Percentage |
|-----------------------------|-----------------------|-----------------------|----------------------------|--------------------------------|
| General | 165,676 | 180,768 | 15,092 | 8.35% |
| Administrative Services | 491,908 | 516,914 | 25,006 | 4.84% |
| Communications | 126,638 | 152,698 | 26,059 | 17.07% |
| Human Resources | 48,655 | 64,681 | 16,026 | 24.78% |
| Supplier Diversity | 40,216 | 83,230 | 43,014 | 51.68% |
| Accounting | 287,220 | 367,302 | 80,082 | 21.80% |
| Records Management | 66,175 | 81,060 | 14,885 | 18.36% |
| Construction Administration | 10,147 | 15,808 | 5,661 | 35.81% |
| Procurement | 107,473 | 110,493 | 3,020 | 2.73% |
| Legal | 133,161 | 137,204 | 4,043 | 2.95% |
| Internal Audit | 0 | 37,000 | 37,000 | 100.00% |
| 525 Magnolia | 7,471 | 7,645 | 174 | 2.27% |
| Engineering | 14,028 | 14,091 | 62 | 0.44% |
| Grand Total Expenses | 1,498,768 | 1,768,892 | 270,124 | 15.27% |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2018 AND YEAR-TO-DATE

| | FY 19 YEAR-TO-DATE ACTUAL | FY 19 YEAR-TO-DATE BUDGET | FY 19 YEAR-TO-DATE VARIANCE | FY 18 YEAR-TO-DATE ACTUAL | FY 18 YEAR-TO-DATE BUDGET | FY 18 YEAR-TO-DATE VARIANCE | YEAR-TO-DATE VARIANCE COMPARISON |
|---|--|--|--|--|--|--|---|
| REVENUES | | | | | | | |
| TOLLS | \$ 114,323,905 | \$ 111,272,937 | \$ 3,050,968 | \$ 91,667,376 | \$ 103,619,231 | \$ (11,951,855) | \$ 15,002,823 |
| FEE'S COLLECTED VIA UTN/UTC'S AND PBP'S | 1,540,822 | 1,534,126 | 6,696 | 1,565,521 | 1,276,974 | 288,547 | (281,851) |
| TRANSPONDER SALES | 92,047 | 64,029 | 28,019 | 66,148 | 50,318 | 15,830 | 12,189 |
| OTHER OPERATING | 239,822 | 234,094 | 5,727 | 296,701 | 230,242 | 66,459 | (60,732) |
| INTEREST | 928,417 | 720,000 | 208,417 | 1,010,835 | 861,609 | 149,226 | 59,191 |
| MISCELLANEOUS | <u>290,479</u> | <u>272,242</u> | <u>18,237</u> | <u>266,741</u> | <u>252,299</u> | <u>14,442</u> | <u>3,795</u> |
| TOTAL REVENUES | 117,415,492 | 114,097,428 | 3,318,065 | 94,873,322 | 106,290,673 | (11,417,351) | 14,735,416 |
| O M & A EXPENSES | | | | | | | |
| OPERATIONS | 10,276,952 | 11,249,323 | 972,371 | 7,699,627 | 10,205,781 | 2,506,154 | (1,533,783) |
| MAINTENANCE | 1,481,490 | 1,856,874 | 375,384 | 1,926,238 | 2,812,871 | 886,633 | (511,249) |
| ADMINISTRATION | 1,498,768 | 1,763,892 | 265,124 | 1,477,056 | 1,801,822 | 324,766 | (59,642) |
| OTHER OPERATING | <u>84,545</u> | <u>102,240</u> | <u>17,694</u> | <u>153,412</u> | <u>316,950</u> | <u>163,538</u> | <u>(145,844)</u> |
| TOTAL O M & A EXPENSES | 13,341,755 | 14,972,328 | 1,630,573 | 11,256,333 | 15,137,424 | 3,881,091 | (2,250,518) |
| NET REVENUES BEFORE DEBT SERVICE | 104,073,737 | 99,125,099 | 4,948,638 | 83,616,989 | 91,153,249 | (7,536,260) | 12,484,898 |
| COMBINED NET DEBT SERVICE | 41,909,627 | 42,194,181 | 284,554 | 42,058,539 | 42,467,014 | (408,475) | 693,029 |
| NET REVENUES AFTER DEBT SERVICE | <u>\$ 62,164,110</u> | <u>\$ 56,930,918</u> | <u>\$ 5,233,191</u> | <u>\$ 41,558,450</u> | <u>\$ 48,686,235</u> | <u>\$ (7,127,785)</u> | <u>\$ 12,360,976</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.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2018 AND YEAR-TO-DATE

| | FY 19 MONTH ACTUAL | FY 18 MONTH ACTUAL | FY 18 - 19 SAME MONTH COMPARISON | FY 19 YEAR-TO-DATE ACTUAL | FY 18 YEAR-TO-DATE ACTUAL | FY 18 - 19 YEAR-TO-DATE COMPARISON |
|---|--------------------------|--------------------------|--|---------------------------------|---------------------------------|--|
| REVENUES | | | | | | |
| TOLLS | \$ 35,440,988 | \$ 18,543,693 | \$ 16,897,295 | \$ 114,323,905 | \$ 91,667,376 | \$ 22,656,529 |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S | 421,431 | 572,010 | (150,579) | 1,540,822 | 1,565,521 | (24,699) |
| TRANSPONDER SALES | 31,538 | 14,222 | 17,316 | 92,047 | 66,148 | 25,899 |
| OTHER OPERATING | 100,020 | 130,337 | (30,317) | 239,822 | 296,701 | (56,879) |
| INTEREST | 212,096 | 336,778 | (124,682) | 928,417 | 1,010,835 | (82,418) |
| MISCELLANEOUS | 99,280 | 85,597 | 13,683 | 290,479 | 266,741 | 23,738 |
| TOTAL REVENUES | 36,305,353 | 19,682,637 | 16,622,716 | 117,415,492 | 94,873,322 | 22,542,170 |
| O M & A EXPENSES | | | | | | |
| OPERATIONS | 6,099,179 | 2,538,899 | 3,560,280 | 10,276,952 | 7,699,627 | 2,577,325 |
| MAINTENANCE | 678,624 | 733,427 | (54,803) | 1,481,490 | 1,926,238 | (444,748) |
| ADMINISTRATION | 506,371 | 620,594 | (114,223) | 1,498,768 | 1,477,056 | 21,712 |
| OTHER OPERATING | 84,545 | 82,317 | 2,228 | 84,545 | 153,412 | (68,867) |
| TOTAL O M & A EXPENSES | 7,368,720 | 3,975,237 | 3,393,483 | 13,341,755 | 11,256,333 | 2,085,422 |
| NET REVENUES BEFORE DEBT SERVICE | 28,936,634 | 15,707,400 | 13,229,234 | 104,073,737 | 83,616,989 | 20,456,748 |
| COMBINED NET DEBT SERVICE | 13,907,365 | 14,085,408 | (178,043) | 41,909,627 | 42,058,539 | (148,912) |
| NET REVENUES AFTER DEBT SERVICE | \$ 15,029,269 | \$ 1,621,992 | \$ 13,407,277 | \$ 62,164,110 | \$ 41,558,450 | \$ 20,605,660 |

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



Executive Director's Report

— November 8, 2018 —



October 29, 2018

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

International Road
Federation Visit



FUTURE OF TRANSPORTION SUMMIT

Clermont City Center
Lake County, FL



FUTURE OF TRANSPORTATION SUMMIT



FUTURE OF TRANSPORTION SUMMIT



CFX Serves Third Annual Chili Cook-Off 2018



*Gliding
Stars*

ADAPTIVE
ICE SKATING

Third Annual Chili Cook-Off 2018

- \$1,000 raised was for Gliding Stars Adaptive Skating, a local non profit that provides individuals with disabilities opportunities to increase their personal potential.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report November 2018

DASHBOARD

Major Construction Contracts

The Toll System Replacement project has required much more test time than originally estimated. CFX has a rigorous test protocol and has delayed the installation until test requirements are met. The Toll System Replacement project includes the installation of high-quality cameras and optical character and image recognition software that is expected to lower labor costs associated with plate reads over time.

CUSTOMER FOCUS

E-ZPass

The Central Florida Expressway Authority began accepting E-ZPass toll transponders on September 1, 2018. E-ZPass collected over \$1 million for CFX in the first two months!

CAPITAL FUNDING

Rating Agency Presentations

CFX Treasurer and Seminole County Commissioner Brenda Carey and the CFX team met with Standard and Poor's and Fitch Rating Agency representatives on October 24, 2018. Both Fitch and S&P representatives were updated on CFX activities for bond rating purposes and participated in a tour of the Wekiva Parkway project during their visit.

COMMUNITY SUPPORT

Chili Cook-Off

The 3rd Annual Chili Cook-Off held on Friday, October 26, 2018 raised over \$1,000 for the Gliding Stars Adaptive Ice Skate Program. Gliding Stars provides specialized equipment to enable skaters with challenging disabilities to learn to ice skate. CFX Chairman and Osceola County Commissioner Fred Hawkins, Edward Johnson, LYNX CEO, Phil Brown, OIA CEO and Terri Miskiv, Chapter Coordinator for Gliding Stars judged the event. Brent Poole, ITS Analyst, won best overall, people's choice and best unique chili. Will Hawthorne, Manager of Engineering, took home the award for the best hot chili for the second year in a row. Donald Brown, DRMP, took home the award for best traditional and Anthony Smith, DRMP won the award for best white chili.

TRANSPORTATION PARTNERSHIPS

The Future of Transportation Summit

The Future of Transportation Summit was held on Friday, October 12, 2018 in partnership with TEAMFL and Lake County. Allie Kelly, Executive Director of The Ray – a transportation innovation proving ground located in West Georgia was the keynote speaker. Distinguished speakers from the United States, Britain and Canada traveled to Clermont to present on innovative technologies that will soon

impact every aspect of mobility -- from planning in mixed reality environments, preparing for autonomous/connected vehicles and harnessing renewable energy on our roadways. The event was such a success that TEAMFL plans to replicate it with Tampa Hillsborough Expressway Authority and Miami Dade Expressway Authority.

SELECT Thought Leadership Roundtable

Lake County Commissioner and CFX Board Member Sean Parks and I attended an invitation only event on October 16 hosted by the Federal Highway Administration R&D Division, Purdue University and the Sustainable Electrified Transportation Research Center (SELECT) of Utah State University to evaluate case studies for electric roadways. Roundtable discussions concentrated on how to advance the research of powering electric vehicles through charging units built beneath roadways from a deployment, integration, policy and funding perspective. Representatives from the Ray, car manufacturers, Colorado, Utah and Ohio DOTs and the Illinois Tollway also participated in the event.

TEAMFL

PJ Wilkens, Executive Director of E-ZPass Group, Beau Memory, Executive Director of North Carolina Turnpike, Jim Wilson, Senior Vice President of TransCore and I participated in a panel discussion on national interoperability at the TEAMFL meeting on November 1, 2018 in Tampa, Florida. Various approaches to interoperability and CFX experiences and lessons learned with E-ZPass were discussed.

PRESENTATIONS

October 15: Rotary Club of Kissimmee
October 24: Rating Agency Presentations
October 29: International Road Federation (IRF) Global Visit hosted at CFX; delegates from Armenia, Ghana, Kenya, Liberia, Lesotho, Nepal, and Saudi Arabia.

MEETINGS

October 10: Orange County Emergency Response Team
October 13-14: IBTTA Board of Directors & Committee Meeting
October 16: Central Florida Autonomous Vehicle Partners
October 16: Charging Ahead a Thought Leadership Roundtable
October 16-18: National Business Aviation Association
October 22: MetroPlan Legislative Liaison Roundtable
October 24: I-4 Ultimate PIC Coordination Meeting
November 1-2: TEAMFL in Tampa

EVENTS

October 12: Future of Transportation Summit
October 24: WTS Central Florida Quarterly Luncheon
October 26: Third Annual CFX Chili Cook-Off
October 26: UCF Tipoff Luncheon – KnightPass promo
October 27-28: Mt. Dora Craft Fair
October 28: Calle Orange Festival
November 2: Orlando's Bike to Work Event

November 2-3: Ocoee's Founder's Day
November 3-4: Fiesta in the Park

PERFORMANCE DASHBOARD

SEPTEMBER 2018

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

| | Activity | | Monthly Avg. Wait Time | |
|----------------------|----------|-----------|------------------------|--------|
| | Actual | 6 mo. Avg | Actual | Target |
| Service Center: East | 7,329 | 7,359 | 2:22 | <5m |

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

| | | | | |
|-------------|--------|--------|------|-----|
| Call Center | 74,869 | 74,172 | 0:56 | <1m |
|-------------|--------|--------|------|-----|

CALL CENTER: % MINUTE INTERVALS <1 1-3 3-5 5+ ■

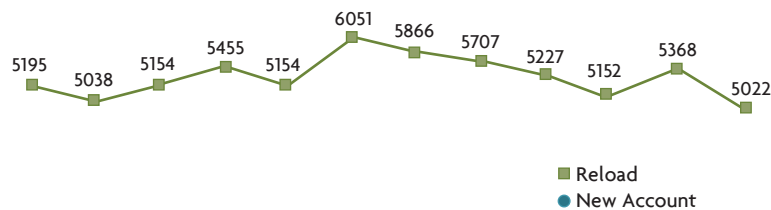


WRONG WAY DRIVING (WWD)

| Month | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEPT |
|-------------------------|-----|-----|-----|-----|-----|-----|-----|------|
| Total Vehicles Detected | 13 | 11 | 15 | 8 | 16 | 11 | 17 | 29 |
| Documented Turn Arounds | 11 | 9 | 12 | 7 | 14 | 9 | 14 | 28 |

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 1,104 E-PASS sales and 5,253 E-PASS account reloads



MAJOR CONSTRUCTION PROJECTS

| | Contract (millions) | Spent (millions) | % Spent | % Time | VAR | Contract Completion Date |
|--|---------------------|------------------|---------|--------|-----|--------------------------|
| SR 408/SR 417 Interchange (Phase II) | \$63.7 | \$40.6 | 64% | 50% | ■ | October 2019 |
| SR 408 Widening from SR 417 to Alafaya Trail | \$76.7 | \$43.2 | 56% | 50% | ■ | October 2019 |
| SR 528 Econlockhatchee River Bridge Replacement | \$17.8 | \$15.3 | 86% | 92% | ■ | November 2018 |
| Toll System Replacement | \$54.4 | \$22.1 | 41% | 79% | ■ | August 2019 |
| SR 417 Widening from Econlockhatchee to Seminole Co. | \$44.8 | \$0.44 | 0.98% | 2.5% | ■ | June 2020 |

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

FINANCIALS

FINANCIALS

| FY to Date | Actual | Budget | VAR |
|---------------|---------|---------|-----|
| Total Revenue | \$117.4 | \$114.1 | 3% |
| OM&A Expenses | \$13.3 | \$15.0 | 11% |
| Net Revenue | \$62.2 | \$56.9 | 9% |

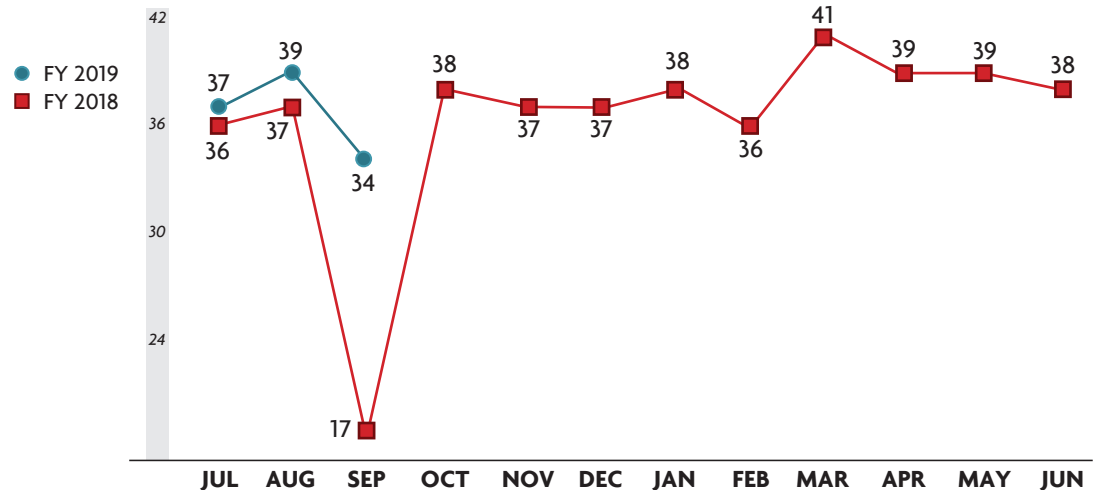
LEGEND: >/= 0 ■ -0.1 to -10 ■ </= -10 ■

DEBT SERVICE

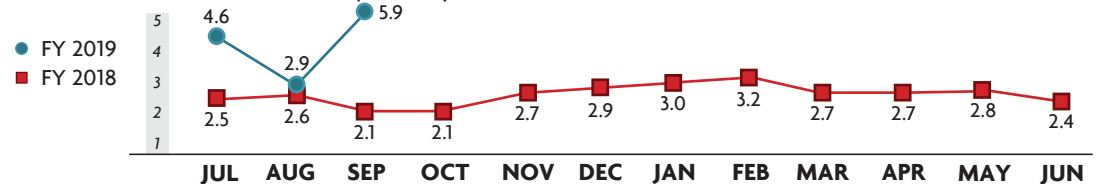
| FY to Date | Actual | Budget |
|------------------|--------|--------|
| Senior Lien | 2.41 | 2.40 |
| Subordinate Lien | 2.31 | 2.30 |

LEGEND: >1.45 ■ <1.21 to 1.44 ■ </= 1.2 ■

TOTAL TRANSACTIONS ON CFX SYSTEM (millions)



PAY BY PLATE TRANSACTIONS (millions)



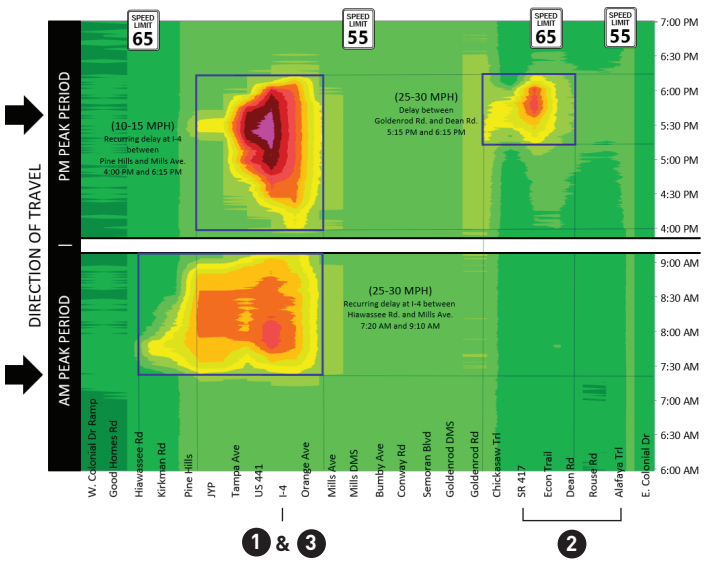
TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update
July - September 2018

| Map Scale in Miles Per Hour | | | |
|-----------------------------|-------|-------|-------|
| 65-70 | 30-35 | 25-30 | 20-25 |
| 60-65 | 25-30 | 20-25 | 15-20 |
| 55-60 | 15-20 | 10-15 | 5-10 |
| 50-55 | 10-15 | 5-10 | 0-5 |
| 45-50 | 0-5 | | |
| 40-45 | | | |
| 35-40 | | | |



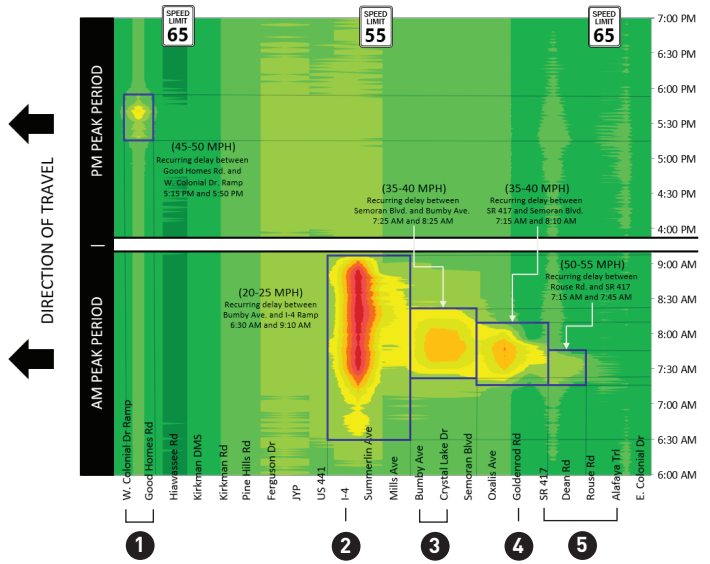
SR 408 Eastbound



Projects:

1. (AM) Construction underway – widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.
2. Construction underway – widen the SR 408 mainline between *SR 417 and Alafaya Trail*. Completion Fall 2019.
3. (PM) Construction underway – widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.

Westbound

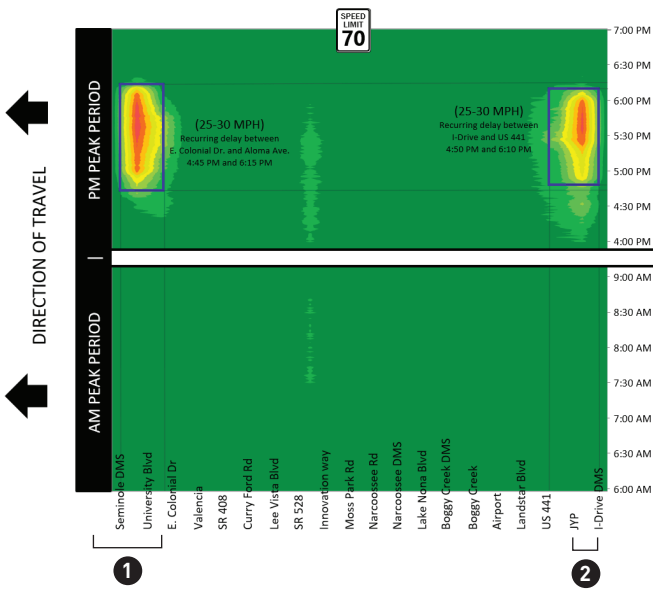


Projects:

1. SR 408 Westbound transitions from 3 lanes to 2 lanes at the jurisdictions limit with Florida's Turnpike Enterprise west of Colonial Drive ramps.
2. Construction underway – widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.
3. Monitoring monthly – Friction due to westbound SR 408 transitioning from 5 lanes to 4 lanes between *Crystal Lake Drive and Bumby Avenue*.
4. Monitoring monthly – Friction due to westbound SR 408 transitioning back to 4 lanes following lane drops of westbound entrance ramps from *Chickasaw Trail and Goldenrod Road*.
5. Construction underway – widen the SR 408 mainline between SR 417 and Alafaya Trail. Completion Fall 2019.



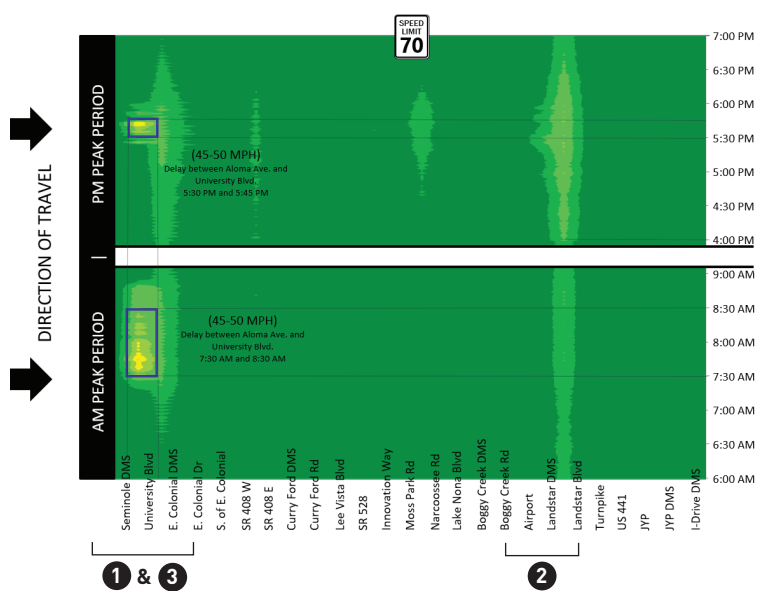
SR 417 Northbound



Projects:

1. Construction underway – widen SR 417 from *Econlockhatchee Trail to Aloma Avenue*. Completion Spring 2020.
2. Design underway – widen SR 417 from *International Drive to John Young Parkway*. Construction completion 2021.

Southbound



Projects:

1. (AM) Construction underway – widen SR 417 from *Econlockhatchee Trail to Aloma Avenue*. Completion Spring 2020.
2. Design start in Fall 2018 – widen SR 417 from *Landstar Boulevard to Boggy Creek Road*. Construction completion 2022.
3. (PM) Construction underway – widen SR 417 from *Econlockhatchee Trail to Aloma Avenue*. Completion Spring 2020.

TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update

July - September 2018

Map Scale in Miles Per Hour

65-70

30-35

60-65

25-30

55-60

20-25

50-55

15-20

45-50

10-15

40-45

5-10

35-40

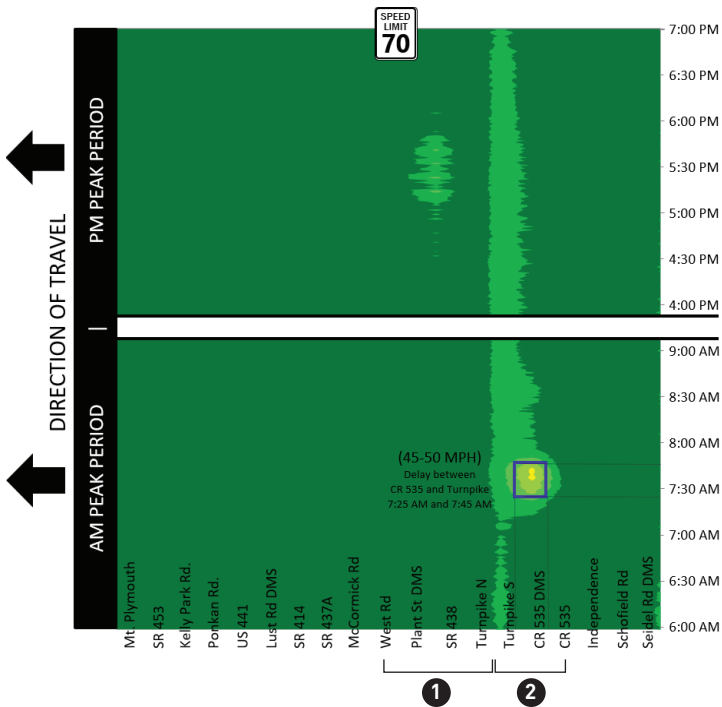
0-5

TOLL

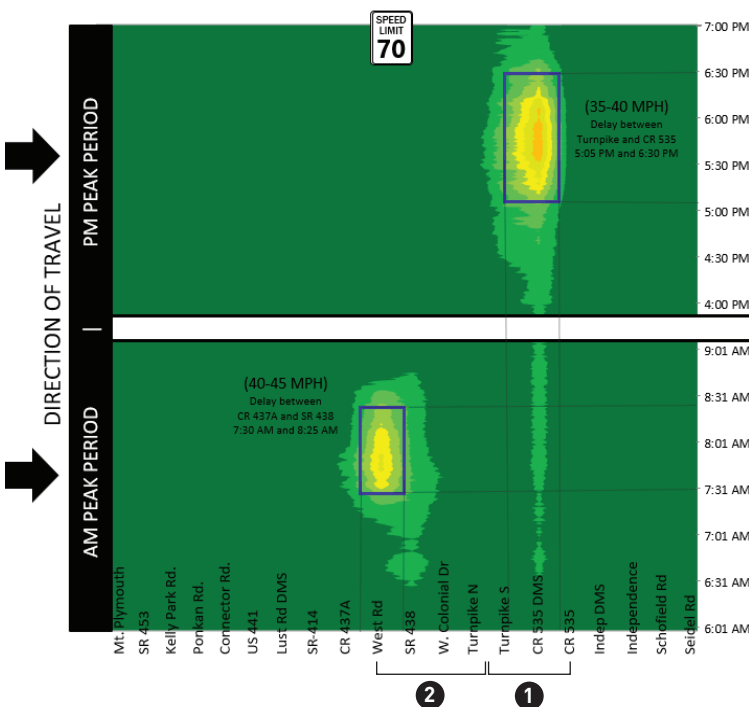
429

SR 429

Northbound



Southbound



Projects:

1. Design start Winter 2018 – widen SR 429 from *Florida’s Turnpike to West Road*. Construction completion 2022.
2. Design start Summer 2019 – widen SR 429 from *CR 535 to Florida’s Turnpike*. Construction completion 2025.

Projects:

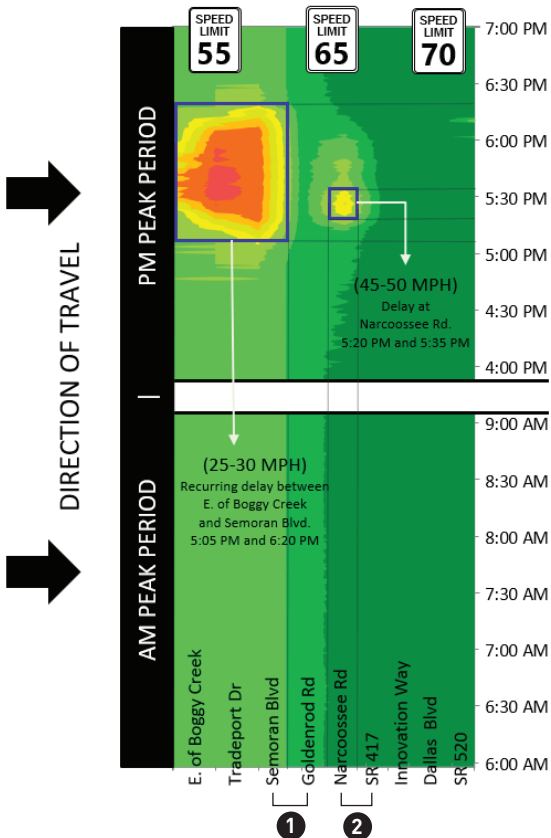
1. Design start Summer 2019 – widen SR 429 from *CR 535 to Florida’s Turnpike*. Construction completion 2025.
2. Design start Winter 2018 – widen SR 429 from *Florida’s Turnpike to West Road*. Construction completion 2022.

TOLL

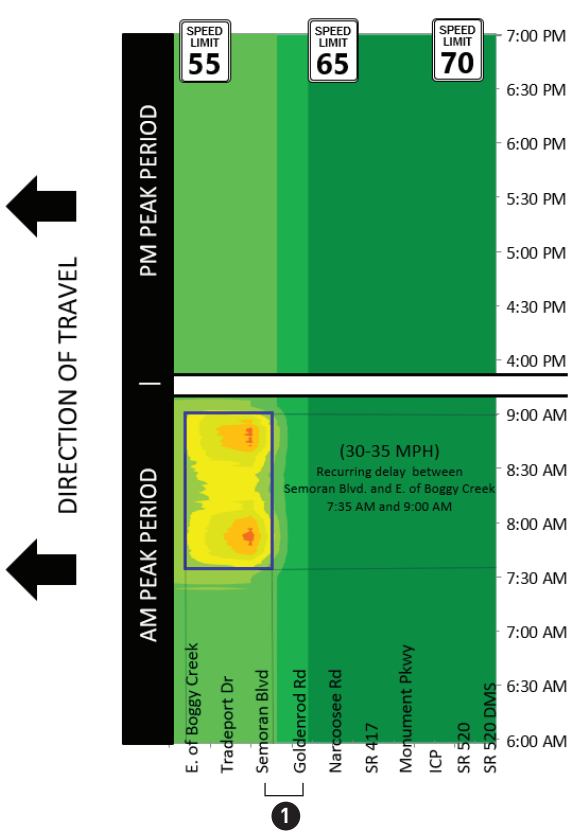
528

SR 528

Eastbound



Westbound



Projects:

1. Design underway – widen SR 528 from *Semoran Boulevard to Goldenrod Road*. Construction completion 2021.
2. Design start 2020 – widen SR 528 from *Narcoossee Road to SR 417*. Construction completion 2023.

Projects:

1. Design underway – widen SR 528 from *Semoran Boulevard to Goldenrod Road*. Construction completion 2021.

F. 1.



Moore Stephens Lovelace
CPAs & ADVISORS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUIRED AUDITOR COMMUNICATIONS FISCAL YEAR ENDED JUNE 30, 2018

Presented by:
Daniel J. O'Keefe, CPA, MBA, CFE
Shareholder





Moore Stephens Lovelace
CPAs & ADVISORS

AUDIT OVERVIEW



Required Communications

- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule



Services and Deliverables

Auditor's Report on Financial Statements (Pages 1 – 2)

- **Unmodified Opinion**

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 58 - 59)

- **No internal control findings related to financial reporting and no compliance findings**



Services and Deliverables (cont.)

Auditor's Report on Compliance with Bond Covenants (Page 60)

- No compliance findings

Accountant's Examination Report on Investment Compliance (Page 61)

- No compliance findings

Management Letter (Pages 62 - 63)

- No management letter comments





Moore Stephens Lovelace
CPAs & ADVISORS

FINANCIAL HIGHLIGHTS



Financial Highlights - Overview

(in thousands)

| | Year Ended 6/30/18 |
|--|-----------------------|
| Total Assets and Deferred Outflows | \$ 5,320,000 |
| Total Liabilities and Deferred Inflows | \$ 3,110,000 |
| Net Position | \$ 2,210,000 |
| Operating Revenue | \$ 452,000 |
| Operating Expenses | \$ 137,000 |
| Operating Income | \$ 315,000 |
| Change in Net Position | \$ 213,000 |
| | |
| % Increase in Operating Revenue | 4.3% |
| % Increase in Operating Expense | 25.4% |

Financial Highlights – Balance Sheets

(in thousands)

| | 2018 | 2017 |
|---|---------------------|---------------------|
| Unrestricted Assets | \$ 254,000 | \$ 380,000 |
| Restricted Assets | 189,000 | 211,000 |
| Capital Assets | 4,547,000 | 4,237,000 |
| Deferred Outflows of Resources | <u>330,000</u> | <u>354,000</u> |
| Total Assets and Deferred Outflows | <u>\$ 5,320,000</u> | <u>\$ 5,182,000</u> |
| | | |
| Revenue Bonds Outstanding | 2,822,000 | 2,867,000 |
| Other Liabilities | 282,000 | 312,000 |
| Deferred Inflows of Resources | <u>6,000</u> | <u>6,000</u> |
| Total Liabilities and Deferred Inflows | 3,110,000 | 3,185,000 |
| Total Net Position | <u>2,210,000</u> | <u>1,997,000</u> |
| Total Liabilities, Deferred Inflows, and Net Position | <u>\$ 5,320,000</u> | <u>\$ 5,182,000</u> |

Financial Highlights – Operation Overview (in thousands)

| | 2018 | 2017 |
|---------------------------------|---------------------|---------------------|
| Operating Revenues | \$ 452,000 | \$ 434,000 |
| Investment and Other Income | <u>4,000</u> | <u>22,000</u> |
| Total Revenues | <u>456,000</u> | <u>456,000</u> |
| | | |
| Operating Expenses | 137,000 | 109,000 |
| Interest Expense | 106,000 | 109,000 |
| Other Expense | <u>-</u> | <u>2,000</u> |
| Total Expenses | <u>243,000</u> | <u>220,000</u> |
| Change in Net Position | 213,000 | 236,000 |
| Net Position, Beginning of Year | <u>1,997,000</u> | <u>1,761,000</u> |
| Net Position, End of Year | <u>\$ 2,210,000</u> | <u>\$ 1,997,000</u> |
| Debt Service Ratio | 2.32 | 2.26 |

Questions or Comments



**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**Financial Statements and
Supplementary Information**

For Years Ended June 30, 2018 and 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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INDEPENDENT AUDITOR'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Central Florida Expressway Authority (CFX) as of and for the years ended June 30, 2018 and 2017, and the related notes to the financial statements, which collectively comprise CFX's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of CFX as of June 30, 2018 and 2017, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Members of the
Central Florida Expressway Authority

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, trend data on infrastructure condition information, and pension schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise CFX's basic financial statements. The calculation of composite debt service ratio, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. This information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits, of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2018, on our consideration of CFX's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control over financial reporting and compliance.



MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 30, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the Central Florida Expressway Authority (CFX), we offer readers of these financial statements this narrative overview and analysis of the financial activities of CFX for the fiscal years ended June 30, 2018 and 2017. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole.

Financial Highlights

Operating income for CFX was \$315,272,000 (a decrease of 3%) and \$324,560,000 (an increase of 6%) for fiscal years 2018 and 2017, respectively. The decrease in operating income in fiscal year 2018 is due to increases in operating and preservation expenses as well as a loss of approximately \$19,000,000 in toll revenue due to a suspension of tolls for Hurricane Irma in September 2017. The increase in operating income in fiscal year 2017 is primarily due to higher toll traffic.

Net income produced an increase in net position of \$212,683,000 and \$235,598,000 for fiscal years 2018 and 2017, respectively. The term "net position" refers to the difference of assets and deferred outflows less liabilities and deferred inflows. At the close of fiscal year 2018, CFX had a net position of \$2,209,657,000, an increase of 11% over fiscal year 2017. At the close of fiscal year 2017, CFX had a net position of \$1,996,974,000, an increase of 13% over fiscal year 2016. CFX's overall financial position has improved, as shown by the increase in net position.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to CFX's financial statements, which is comprised of the basic financial statements and the notes to the financial statements, and supplementary information presented. Since CFX is comprised of a single enterprise fund, fund level financial statements are not shown.

Basic financial statements - The basic financial statements are designed to provide readers with a broad overview of CFX's finances, in a manner similar to a private-sector business.

The balance sheets present information on all of CFX's assets and deferred outflows and liabilities and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of CFX is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.

The statements of revenues, expenses and changes in net position present information showing how a government's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus revenues and expenses are reported in these statements for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

Notes to the financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information* concerning CFX's composite debt service ratio, as defined by the bond resolutions, as well as trend data on infrastructure condition and pension schedules.

Financial Analysis

Net position may serve, over time, as a useful indicator of a government's financial position. In the case of CFX, assets and deferred outflows exceeded liabilities and deferred inflows by \$2,209,657,000 at the close of the most recent fiscal year. This represents an increase of \$212,683,000 (11%) over the previous year, which is attributable to operations. Unrestricted net position decreased from \$457,901,000 at June 30, 2017 to \$308,241,000 at June 30, 2018, a decrease of \$149,660,000 (33%). This decrease was due to the funding of our capital plan with cash from operations.

CFX's current liabilities exceeded its current assets by approximately \$27 million as of June 30, 2018. This financial position was expected due to the 2015 Bond Anticipation Note (BAN) coming due on January 1, 2019 which required the liability to be reported as current at June 30, 2018. Subsequent to June 30, 2018, CFX received federal loan proceeds in the amount of \$193,695,000 through the Transportation Infrastructure Finance and Innovation Act (TIFIA) program to pay off the 2015 BAN in full. The TIFIA loan is payable over 30 years and will be reported as a noncurrent liability in fiscal year 2019.

By far, the largest portion of CFX's net position reflects its investment in capital assets (e.g., right-of-way, roads, bridges, buildings, toll equipment, etc.), less any related debt used to acquire those assets that is still outstanding. CFX uses these capital assets to provide service and, consequently, these assets are not available for liquidating liabilities or for other spending.

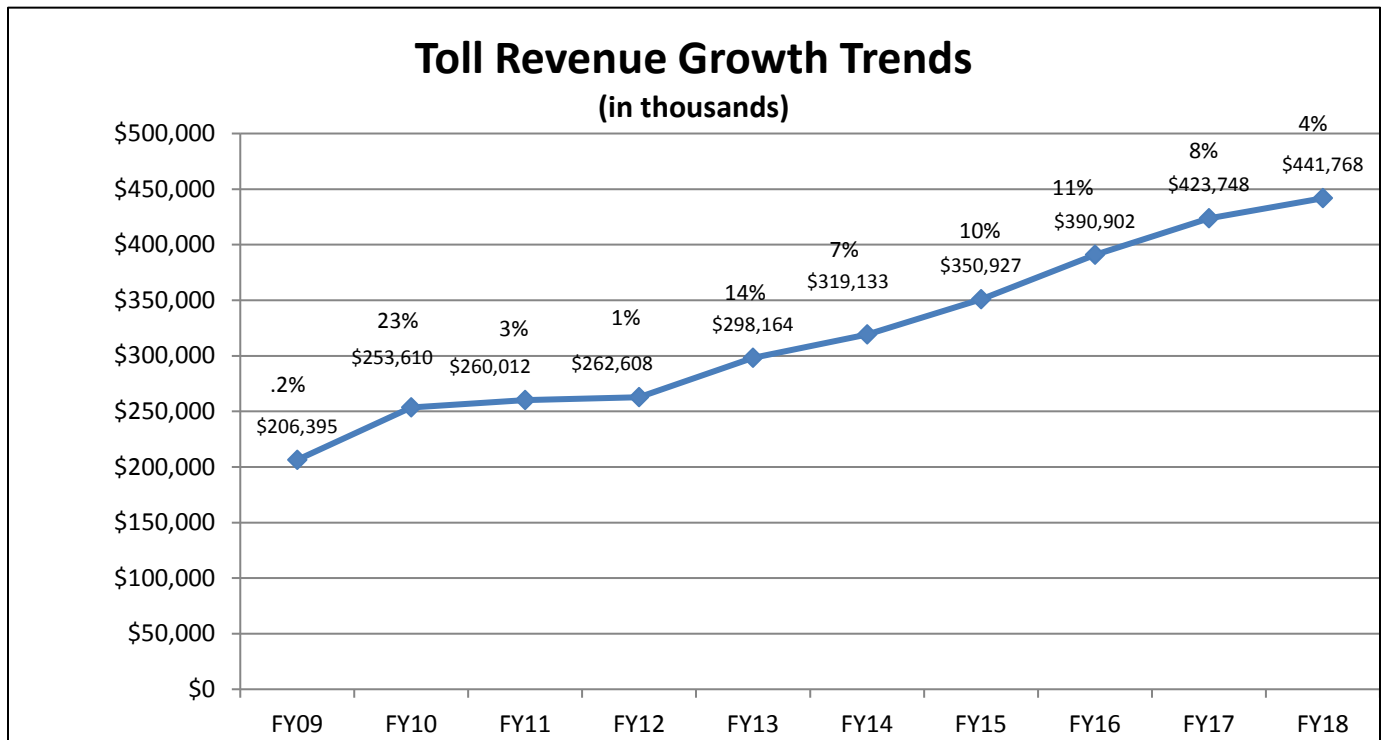
Of the \$4,546,615,000 in capital assets, net of accumulated depreciation, \$40,209,000 represents the roadway, toll plaza and equipment on the Goldenrod Road Extension. This project, which opened to traffic in March 2003, was jointly funded by CFX, the Greater Orlando Aviation Authority, the City of Orlando, Orange County, Florida, and private developers, with CFX serving as the lead agency on the project. The Goldenrod Road Extension extends from the previous terminus of Goldenrod Road at Narcoossee Road south to Cargo Road. This facility intersects SR 528 (Martin B. Andersen Beachline Expressway), east of the Orlando International Airport, at a system interchange. Each partner contributing to this project will be repaid through toll revenues generated by this road. After all operational expenses are met and the partners are reimbursed for their contributions, the toll plaza will be demolished and the roadway will be transferred to the City of Orlando. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-system project, it is accounted for on a single line in the statements of revenues, expenses and changes in net position, in the non-operating revenues (expenses) section. The toll revenues on this project are not pledged to CFX's bond indebtedness.

Central Florida Expressway Authority's Net Position

| | June 30, | | |
|--|----------------|--------------|--------------|
| | 2018 | 2017 | 2016 |
| | (in thousands) | | |
| Current and other assets | \$ 361,336 | \$ 490,400 | \$ 632,260 |
| Non-current restricted assets | 81,362 | 100,678 | 207,795 |
| Capital assets | 4,546,615 | 4,236,701 | 3,945,600 |
| Total assets | 4,989,313 | 4,827,779 | 4,785,655 |
| Deferred outflows of resources | 330,640 | 354,354 | 358,712 |
| Total assets and deferred outflows | 5,319,953 | 5,182,133 | 5,144,367 |
| Current liabilities: | | | |
| Payable from unrestricted assets | 278,013 | 77,564 | 245,321 |
| Payable from restricted assets | 107,610 | 110,550 | 84,815 |
| Revenue bonds outstanding (net of current portion) | 2,569,820 | 2,808,115 | 2,800,991 |
| Other long-term liabilities | 148,944 | 183,097 | 245,256 |
| Total liabilities | 3,104,387 | 3,179,326 | 3,376,383 |
| Deferred inflows of resources | 5,909 | 5,833 | 6,608 |
| Total liabilities and deferred inflows | 3,110,296 | 3,185,159 | 3,382,991 |
| Net position: | | | |
| Net investment in capital assets | 1,881,712 | 1,509,862 | 1,318,726 |
| Restricted | 19,704 | 29,211 | 40,949 |
| Unrestricted | 308,241 | 457,901 | 401,701 |
| Total net position | \$ 2,209,657 | \$ 1,996,974 | \$ 1,761,376 |

CFX's toll revenues increased 4% and 8% during the fiscal years ended June 30, 2018 and 2017, respectively.

Toll revenue represents approximately 98% of all operating revenues. CFX's toll revenue annual growth rate has averaged 8% over the last 10 years. The higher increases in fiscal years 2010 and 2013 are the result of toll rate increases.



Central Florida Expressway Authority's Changes in Net Position

Central Florida Expressway Authority's Changes in Net Position

| | Years Ended June 30, | | |
|---------------------------------|----------------------|--------------|--------------|
| | 2018 | 2017 | 2016 |
| | (in thousands) | | |
| Revenues: | | | |
| Toll revenues | \$ 441,768 | \$ 423,748 | \$ 390,902 |
| Transponder sales | 297 | 236 | 167 |
| Other operating revenue | 10,370 | 9,959 | 9,791 |
| Investment income | 2,847 | 3,760 | 5,977 |
| Goldenrod Road Extension - net | 546 | 1,530 | 1,400 |
| Other non-operating revenue | 318 | 331 | 403 |
| Capital Contribution | - | 16,377 | 13,036 |
| Total revenues | 456,146 | 455,941 | 421,676 |
| Expenses: | | | |
| Operations | 53,373 | 46,371 | 40,716 |
| Maintenance | 17,606 | 15,118 | 13,602 |
| Administrative | 7,743 | 7,090 | 6,429 |
| Depreciation | 13,438 | 13,765 | 14,263 |
| Preservation | 33,837 | 22,447 | 15,964 |
| Other | 11,166 | 4,592 | 2,329 |
| Interest expense | 105,865 | 108,513 | 124,064 |
| Loss on capital assets | 435 | 2,447 | 694 |
| Total expenses | 243,463 | 220,343 | 218,061 |
| Change in net position | 212,683 | 235,598 | 203,615 |
| Net position, beginning of year | 1,996,974 | 1,761,376 | 1,557,761 |
| Net position, end of year | \$ 2,209,657 | \$ 1,996,974 | \$ 1,761,376 |

CFX's Operations, Maintenance and Administration ("OM&A") expenses for fiscal year 2018 increased 14.8% from fiscal year 2017 and ended the year 5.3% under budget. CFX came in under budget due primarily to the following reasons: 1) There was a program budgeted for a full year in operations that was delayed; 2) multiple departments had positions that were budgeted for but not filled.

Transponder sales increased by 26% between fiscal years 2017 and 2018 largely because of a continued focus on increasing E-PASS market share.

Investment income decreased by 24% between fiscal years 2017 and 2018 due to a reduction in available cash and fewer corresponding investments.

Other operating revenue consists of various fees that are collected, such as statement fees, Pay by Plate fees and fees received for collecting revenue on behalf of other entities. Other operating revenue increased by 2% between fiscal years 2016 and 2017 and by another 4% between fiscal

years 2017 and 2018. In fiscal year 2016, CFX replaced its unpaid toll notice program, with a Pay by Plate initiative, assessing a new fee schedule on every transaction not paid in the lane. This new fee schedule is beneficial to the customer, and has resulted in a reduction of fees per transaction. This change has stabilized the growth of other operating revenue.

Capital Contributions decreased from \$16,377,000 in fiscal year 2017 to \$0 in fiscal year 2018. This is because we recognized the last of a contribution received in conjunction with the SR 528 and Innovation Way interchange project in fiscal year 2017.

Preservation expense includes such items as resurfacing and restriping. The budgeted amounts are based on projected requirements to keep the roadway in good condition and, therefore, the expenses related to preservation can vary significantly from year to year. Preservation expense increased 41% in fiscal year 2017 and then increased an additional 51% in fiscal year 2018. Preservation expenses have been on the rise since fiscal year 2015 due to large resurfacing projects that have commenced.

Other expenses are expenses that were not part of our OM&A budget, but also were not capitalized. These expenses are expected to fluctuate from year to year depending upon the amount spent on non-capitalized projects. Other expenses increased 97% between fiscal years 2016 and 2017 and then increased by 143% between fiscal year 2017 and 2018. These increases are due to program support and a rise in new pilot programs and feasibility studies that are not eligible to be capitalized.

There were losses in capital assets in fiscal year 2017 and 2018 as anticipated. There have been various bridges, signs and toll plaza lanes removed and/or demolished to make way for road widening, extension and interchange projects over the past few fiscal years. The largest contributing factor to the fiscal year 2018 loss is the replacement of a large number of signs.

Capital Asset and Debt Administration

Capital Assets - CFX's investment in capital assets amounted to \$4,546,615,000 net of accumulated depreciation as of June 30, 2018, an increase of \$309,914,000 (7%) over that of June 30, 2017. CFX's investment in capital assets amounts to \$4,236,701,000 net of accumulated depreciation as of June 30, 2017, an increase of \$291,101,000 (7%) over that of June 30, 2016. Capital assets include right-of-way, roads, bridges, buildings, equipment and furniture. A schedule of the change in CFX's capital assets is in Note 4 of the financial statements.

Major capital asset events during fiscal year 2018 included the following:

- Widening of SR 408 from SR 417 to Alafaya has begun.
- All 5 construction projects associated with Wekiva were completed.
- Phase 1 of the widening of the SR 408/SR 417 interchange was completed.
- Phase 2 of the widening of the SR 408/SR 417 interchange has begun.
- The SR 528 Innovation Way interchange was completed.

Modified Approach for Infrastructure Assets - CFX has elected to use the modified approach for infrastructure reporting. This means that, in lieu of reporting depreciation on infrastructure, CFX reports as preservation expense the costs associated with maintaining the existing roadway in good condition. CFX's policy is to maintain the roadway condition at a Maintenance Rating Program rating of 80 or better. The Florida Department of Transportation ("FDOT") annually inspects CFX's roadways and has determined in fiscal year 2018 that all of its roadways exceed this standard. Pursuant to its bond covenants, CFX maintains a renewal and

replacement fund for these preservation expenditures. For fiscal year 2017, projected expenses for preservation were \$38,487,000 with \$22,447,000 being spent. For fiscal year 2018, projected expenses for preservation were \$31,850,000 with \$33,837,000 being spent. The expenses were slightly higher than projected in fiscal year 2018 due to slower than anticipated project start dates in the prior year and catching up some in the current year.

Long-term Debt - CFX has outstanding bonds payable of \$2,822,435,000 (net of unamortized bond premiums and discounts) as of June 30, 2018.

During fiscal year 2018 CFX issued \$341,210,000 of fixed rate revenue refunding bonds (Series 2017) for the purpose of refunding all of the of the 2007A Bonds, 2010A Bonds and 2010C Bonds and portions of the 2010B Bonds.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2018, along with more detailed information on long-term debt activity, can be found in Note 5, Long-Term Debt, which begins on page 31 of the financial statements. Of the approximately \$2.8 billion in outstanding bonds, \$496,620,000 are variable rate bonds, which have corresponding interest rate exchange agreements designed to effectively swap the variable rates to fixed rates. The synthetic interest rate applicable to the variable rate bonds are 4.7753% for the 2008B Bonds.

To determine the fair market value of its interest rate exchange agreements, CFX's swap advisor has performed a calculation based upon expected forward LIBOR swap rates and discounted cash flows. On a current market-to-market basis, in the event of a termination, using a termination date of June 30, 2018, CFX would have to make an estimated termination payment of approximately \$137,200,311 on the swaps related to the Series 2008B Bonds.

| | <u>June 30, 2018</u> | <u>June 30, 2017</u> |
|--------------|-----------------------|-----------------------|
| Series 2008B | <u>\$ 135,832,422</u> | <u>\$ 170,873,269</u> |

CFX's debt service ratio changed to 2.32 for fiscal year 2018 from 2.26 for fiscal year 2017 and 2.42 in fiscal year 2016. The decrease in fiscal year 2017 is due to an increase in debt service payments and the increase in fiscal year 2018 is due to an increase in toll revenue.

CFX has a Lease-Purchase Agreement (LPA) with the FDOT whereby the FDOT is required to reimburse CFX for the maintenance and operation costs associated with certain portions of the roadways and toll plazas on CFX's System. During fiscal years 2012 and 2013, FDOT did not reimburse CFX for the operations portion of their obligation because the Governor of Florida exercised his line-item veto authority to remove that line from the state's budget. During fiscal year 2013, CFX and FDOT amended the LPA under which the FDOT agreed to uphold its obligation for operations and maintenance costs provided CFX agrees to repay those funds to the FDOT within 60 days. CFX plans to repay those funds in accordance with its Master Bond Resolution, which permits such payments provided CFX is able to fund its OM&A budget, debt service requirements, required reserve deposits, and renewal and replacement fund requirements. The FDOT reimbursement is taken into consideration when calculating CFX's debt service ratio.

CFX's bond ratings as of June 30, 2018 are as follows:

| | <u>Ratings</u> |
|-------------------|-----------------------|
| Standard & Poor's | A+ |
| Moody's | A1 |
| Fitch | A |

Requests for Information

This financial report is designed to provide a general overview of CFX's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL 32807.

BASIC FINANCIAL STATEMENTS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets

| | June 30, | |
|--|-----------------------|---------------------|
| | 2018 | 2017 |
| Assets and Deferred Outflows of Resources | <i>(in thousands)</i> | |
| Current assets: | | |
| Cash and cash equivalents | \$ 59,076 | \$ 94,510 |
| Investments | 155,023 | 260,044 |
| Accrued interest and accounts receivable | 8,526 | 6,482 |
| Prepaid expenses | 3,009 | 3,493 |
| Due from governmental agencies | 22,862 | 8,568 |
| Inventory | 2,109 | 2,648 |
| Total current unrestricted assets | 250,605 | 375,745 |
| Restricted assets: | | |
| Current restricted assets: | | |
| Cash and cash equivalents | 44,740 | 110,550 |
| Investments | 62,870 | - |
| Total current restricted assets | 107,610 | 110,550 |
| Total current assets | 358,215 | 486,295 |
| Noncurrent assets: | | |
| Restricted assets: | | |
| Cash and cash equivalents | - | 26,255 |
| Investments | 80,276 | 73,861 |
| Accrued interest receivable and prepaid expenses | 1,086 | 562 |
| Total noncurrent restricted assets | 81,362 | 100,678 |
| Prepaid bond insurance | 3,121 | 4,105 |
| Total noncurrent assets before capital assets | 84,483 | 104,783 |
| Capital assets not being depreciated: | | |
| Infrastructure | 4,173,404 | 3,472,105 |
| Construction in progress | 231,576 | 615,956 |
| Capital assets - net of accumulated depreciation: | | |
| Property and equipment | 141,635 | 148,640 |
| Total capital assets - net of accumulated depreciation | 4,546,615 | 4,236,701 |
| Total noncurrent assets | 4,631,098 | 4,341,484 |
| Total assets | 4,989,313 | 4,827,779 |
| Deferred outflow of resources | 330,640 | 354,354 |
| Total assets and deferred outflows of resources | \$ 5,319,953 | \$ 5,182,133 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets (continued)

| | June 30, | |
|---|---------------------|---------------------|
| | 2018 | 2017 |
| Liabilities, Deferred Inflows of Resources, and Net Position | (in thousands) | |
| Current liabilities payable from unrestricted assets: | | |
| Accounts payable and accrued liabilities | \$ 47,284 | \$ 37,781 |
| Unearned toll revenue | 12,459 | 17,383 |
| Unearned other revenue | 15,661 | 16,314 |
| Current portion of bond anticipation note | 193,695 | - |
| Current portion of due to governmental agencies | 8,914 | 6,086 |
| Total current liabilities payable from unrestricted assets | 278,013 | 77,564 |
| Current liabilities payable from restricted assets: | | |
| Accounts payable and accrued liabilities | 2,761 | 3,805 |
| Interest payable | 45,929 | 48,035 |
| Current portion of revenue bonds payable | 58,920 | 58,710 |
| Total current liabilities payable from restricted assets | 107,610 | 110,550 |
| Total current liabilities | 385,623 | 188,114 |
| Noncurrent liabilities: | | |
| Derivative financial instrument | 135,832 | 170,873 |
| Revenue bonds payable - less current portion | 2,569,820 | 2,808,115 |
| Due to governmental agencies - less current portion | 5,133 | 5,394 |
| Net pension liability | 7,979 | 6,830 |
| Total noncurrent liabilities | 2,718,764 | 2,991,212 |
| Total liabilities | 3,104,387 | 3,179,326 |
| Deferred inflow of resources | 5,909 | 5,833 |
| Total liabilities and deferred inflows of resources | 3,110,296 | 3,185,159 |
| Net position: | | |
| Net investment in capital assets | 1,881,712 | 1,509,862 |
| Restricted for: | | |
| Operation, maintenance and administrative reserve | 10,709 | 9,974 |
| Renewal and replacement reserve | 8,995 | 19,237 |
| Total restricted net position | 19,704 | 29,211 |
| Unrestricted | 308,241 | 457,901 |
| Total net position | 2,209,657 | 1,996,974 |
| Total liabilities, deferred inflows of resources, and net position | \$ 5,319,953 | \$ 5,182,133 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position

| | June 30, | |
|---|----------------------------|----------------------------|
| | 2018 | 2017 |
| | (in thousands) | |
| Operating revenues: | | |
| Toll revenues | \$ 441,768 | \$ 423,748 |
| Transponder sales | 297 | 236 |
| Fees and other | 10,370 | 9,959 |
| Total operating revenues | <u>452,435</u> | <u>433,943</u> |
| Operating expenses: | | |
| Operations | 53,373 | 46,371 |
| Maintenance | 17,606 | 15,118 |
| Administrative | 7,743 | 7,090 |
| Depreciation | 13,438 | 13,765 |
| Preservation | 33,837 | 22,447 |
| Other expenses | 11,166 | 4,592 |
| Total operating expenses | <u>137,163</u> | <u>109,383</u> |
| Operating income | 315,272 | 324,560 |
| Nonoperating revenues (expenses): | | |
| Investment income | 2,847 | 3,760 |
| Loss on capital assets | (435) | (2,447) |
| Other nonoperating | 318 | 331 |
| Goldenrod Road Extension - net | 546 | 1,530 |
| Interest expense | (105,865) | (108,513) |
| Total nonoperating revenues (expenses) | <u>(102,589)</u> | <u>(105,339)</u> |
| Income before contributions | 212,683 | 219,221 |
| Capital contribution | - | 16,377 |
| Change in net position | 212,683 | 235,598 |
| Net position at beginning of year | <u>1,996,974</u> | <u>1,761,376</u> |
| Net position at end of year | <u><u>\$ 2,209,657</u></u> | <u><u>\$ 1,996,974</u></u> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows

| | June 30, | |
|---|--------------------------|--------------------------|
| | 2018 | 2017 |
| | (in thousands) | |
| Operating activities: | | |
| Receipts from customers and users | \$ 446,117 | \$ 435,010 |
| Payments to suppliers | (117,334) | (94,936) |
| Payments to employees | (5,480) | (5,002) |
| Net cash provided by operating activities | <u>323,303</u> | <u>335,072</u> |
| Capital and related financing activities: | | |
| Acquisition and construction of capital assets | (313,479) | (304,241) |
| Proceeds from issuance of refunding revenue bonds | 341,210 | 631,330 |
| Interest paid on revenue bonds | (106,776) | (119,105) |
| Payment of principal on revenue bonds | (408,355) | (647,835) |
| Payment of principal and interest on State Infrastructure Bank Loan | (1,071) | (1,031) |
| Payment of principal on government advances | (259) | (151,110) |
| Net cash used in capital and related financing activities | <u>(488,730)</u> | <u>(591,992)</u> |
| Investing activities: | | |
| Purchase of investments | (149,218) | (472,095) |
| Proceeds from sales and maturities of investments | 184,954 | 567,740 |
| Interest received | 2,192 | 3,923 |
| Net cash provided by investing activities | <u>37,928</u> | <u>99,568</u> |
| Net increase (decrease) in cash and cash equivalents | (127,499) | (157,352) |
| Cash and cash equivalents at beginning of year | <u>231,315</u> | <u>388,667</u> |
| Cash and cash equivalents at end of year | <u><u>\$ 103,816</u></u> | <u><u>\$ 231,315</u></u> |
| | | |
| Cash and cash equivalents - unrestricted | \$ 59,076 | \$ 94,510 |
| Restricted cash and cash equivalents - current | 44,740 | 110,550 |
| Restricted cash and cash equivalents - noncurrent | - | 26,255 |
| | <u><u>\$ 103,816</u></u> | <u><u>\$ 231,315</u></u> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows (continued)

| | June 30, | |
|---|-------------------|-------------------|
| | 2018 | 2017 |
| | (in thousands) | |
| Reconciliation of operating income to net cash provided by operating activities: | | |
| Income from operations | \$ 315,272 | \$ 324,560 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | | |
| Depreciation | 13,438 | 13,765 |
| Goldenrod Road Extension and other miscellaneous | 1,170 | 1,860 |
| Changes in assets and liabilities: | | |
| Accounts receivable | (1,911) | (1,858) |
| Due from governmental agencies | (14,294) | (711) |
| Prepaid expenses | 484 | (2,818) |
| Inventory | 539 | 275 |
| Deferred outflows - pension-related | (672) | (1,875) |
| Accounts payable and accrued liabilities | 9,503 | 18,251 |
| Due to governmental agencies | 3,897 | (19,875) |
| Unearned toll revenue | (4,924) | 477 |
| Unearned other revenue | (654) | 587 |
| Net pension liability | 1,149 | 2,978 |
| Deferred inflows - pension-related | 306 | (544) |
| Net cash provided by operating activities | \$ 323,303 | \$ 335,072 |
| Noncash investing and financing activities: | | |
| Increase (decrease) in fair value of investments | \$ (1,667) | \$ (2,332) |
| Contributions for capital projects | \$ - | \$ 16,377 |
| Increase (decrease) in fair value of derivative financial instrument | \$ 35,041 | \$ 63,816 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 1 - Organization and Summary of Significant Accounting Policies

Reporting Entity - The Central Florida Expressway Authority (CFX) is an agency of the state, created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the expressway system. The governing board of CFX is made up of ten members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Brevard, Lake, Orange, Osceola and Seminole Counties; (b) three citizens appointed by the Governor; (c) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

For financial reporting purposes, CFX is a stand-alone entity; there are no component units included in the accompanying financial statements, and CFX is not considered a component unit of another entity.

Basis of Accounting - CFX prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprises. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

The assets, deferred outflows, liabilities, deferred inflows, and net position of CFX are reported in a self-balancing set of accounts, which include restricted and unrestricted resources, representing funds available for support of CFX's operations.

Operating Revenues and Expenses - CFX's operating revenues and expenses consist of revenues earned and expenses incurred relating to the operation and maintenance of its System. The Goldenrod Road Extension, which is a project outside the normal course of operations, and all other revenues and expenses are reported as nonoperating revenues and expenses.

Lease-Purchase Agreement - Under the requirements of the Lease-Purchase Agreement between CFX and the FDOT, dated December 23, 1985, as amended and supplemented, CFX is reimbursed by the FDOT for the maintenance costs of SR 528, portions of SR 408, improvements to the Airport Interchange at SR 528 and State Road 436 (Seminole Boulevard), and the cost of operations of the Conway and Pine Hills Plazas. However, the reimbursements received are recorded as advances from the FDOT and are included in due to governmental agencies, since they are to be repaid to the FDOT from future toll revenues after the requirements for retirement of bonds and all other obligations have been met.

While CFX's position has been that the FDOT's obligations under the Lease-Purchase Agreement were not subject to appropriation, the Governor vetoed the operations component of the reimbursement for fiscal year 2013. CFX entered into a Memorandum of Agreement with FDOT on February 14, 2013 where it was agreed that commencing in fiscal year 2014 the operations and maintenance payments made by the FDOT will be refunded to the FDOT within sixty days of payment.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 1 - Organization and Summary of Significant Accounting Policies (*Continued*)

Cash and Cash Equivalents - For purposes of the statements of cash flows, demand deposit accounts with commercial banks, and cash invested in commercial money market funds (including restricted assets) are considered cash equivalents. For investments that are held separately from the pools, those which are highly liquid (including restricted assets), with an original maturity of 90 days or less when purchased or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, are considered to be cash equivalents.

Investments - Investments consist of unrestricted and restricted investments, and are carried at fair value, as determined in an active market.

Accounts Receivable - The accrued interest and accounts receivable primarily consists of amounts billed to individuals via one or more Pay by Plate invoices for tolls not paid at the point of System use. This item also includes interest earned but not paid by the end of the fiscal year, or amounts due from individuals or other entities for prepaid items or for services provided. This amount is recorded at the net realizable value; therefore, a provision for doubtful accounts has been made for the estimated amount of uncollectible Pay by Plate invoices based on historical information.

Inventory - Inventory, which consists of E-PASS system transponders that will be distributed to customers, is carried at the lower-of-cost or market and is valued using the specific-identification method.

Restricted Assets - Restricted assets of CFX represent bond proceeds designated for construction, and other monies required to be restricted for debt service, operations, maintenance, administration, renewal and replacement.

Deferred Outflows / Inflows of Resources - In addition to assets, CFX reports a separate section for deferred outflows of resources on its balance sheets. Deferred outflows of resources represent a consumption of net position that applies to future periods and will not be recognized as an outflow of resources (expense) until then. CFX has three items that qualify for reporting as deferred outflows of resources.

Accumulated Decrease in Fair Value of Hedging Derivatives - As described in Note 5, CFX has entered into interest rate swap agreements that qualify as effective cash flow hedges in connection with variable rate bonds. The fair value of the swaps is presented on the balance sheets as a deferred outflow of resources and a derivative financial instrument liability in the amount of \$135,832,000 and \$170,873,000 at June 30, 2018 and 2017, respectively, with changes in valuation applied to these balance sheet accounts. Should the swaps be terminated prior to their expected conclusion, or if the hedges cease to significantly reduce risk, accumulated gains or losses will be reported on the operating statement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Deferred Outflows / Inflows of Resources (Continued)

Deferred Outflow on Refunding of Revenue Bonds - The difference between the re-acquisition price and the net carrying amount of refunded bonds is presented on the balance sheets at June 30, 2018 and 2017 as a deferred outflow of resources in the amount of \$190,153,000 and \$179,497,000, respectively, and is amortized as an adjustment to interest expense on a straight-line basis over the life of the refunded bonds or the life of the refunding bonds, whichever is shorter.

Deferred Outflows Related to Pensions - These deferred outflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred outflows related to pensions totaled \$4,655,000 and \$3,984,000 at June 30, 2018 and 2017, respectively, and will be recognized as either pension expense or a reduction in the net pension liability in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

In addition to liabilities, CFX reports a separate section for deferred inflows of resources on its balance sheets. Deferred inflows of resources represent an acquisition of net position that applies to future periods and will not be recognized as an inflow of resources until then. CFX has two items that qualify for reporting as deferred inflows of resources.

Deferred Inflow on Interest Rate Exchange - During the fiscal year ended June 30, 2007, CFX entered into six mandatory, cash-settled interest rate exchange agreements, the purpose of which was to lock in the interest rate associated with the Series 2007A Bonds. The result of these agreements was an \$8,078,000 net payment to CFX on June 28, 2007, which is presented on the balance sheets at June 30, 2018 and 2017 as a deferred inflow of resources in the amount of \$5,539,000 and \$5,770,000, respectively, and is amortized as an adjustment to interest expense over the life of the bonds.

Deferred Inflows Related to Pensions - These deferred inflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred inflows related to pensions at June 30, 2018 and 2017 totaled \$370,000 and \$63,000, respectively, and will be recognized as a reduction to pension expense in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

Capital Assets

Cost Basis - Capital assets are recorded at historical cost with the exception of donated capital assets, which are reported at acquisition value. The cost of property and equipment includes costs for infrastructure assets (right-of-way, highways and bridges substructure, and highways and bridges), toll equipment, buildings, toll facilities, other related costs (including software) and furniture and equipment. Highways and bridges substructure includes road sub-base, grading, land clearing, embankments and other related costs. Costs for infrastructure assets include construction costs, design and engineering fees, administrative and general expenses paid from construction monies, and bond interest expense incurred during the period of construction.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 1 - Organization and Summary of Significant Accounting Policies (*Continued*)

Capital Assets (Continued)

Capitalization Policy - Costs to acquire additional capital assets, and to replace existing assets or otherwise prolong their useful lives, are capitalized for toll equipment, buildings, toll facilities, other related costs, and furniture and equipment. Under CFX's policy of accounting for infrastructure assets pursuant to the "modified approach," property costs represent a historical accumulation of costs expended to acquire rights-of-way and to construct, improve and place in operation the various projects and related facilities. It is CFX's policy to capitalize amounts equal to or in excess of \$5,000.

Depreciation Policy - Depreciation of toll equipment, buildings, toll facilities, other related costs, signs, software, and furniture and equipment is computed using the straight-line method over the estimated useful lives of the assets as follows:

| | |
|--------------------------------------|----------|
| Toll equipment | 8 years |
| Buildings, toll facilities and other | 30 years |
| Signs | 20 years |
| Software | 3 years |
| Furniture and equipment | 7 years |

Under the modified approach, infrastructure assets are considered to be "indefinite lived" assets; that is, the assets themselves will last indefinitely and are, therefore, not depreciated. Costs related to maintenance, renewal and replacement for these assets are not capitalized, but instead are considered to be period costs and are included in preservation expense.

Construction in Progress - Construction in progress represents costs incurred by CFX for in-process activities designed to expand, replace or extend useful lives of existing property and equipment.

Capitalized Interest - Interest costs on funds used to finance the construction of capital assets are capitalized based upon the blended cost of debt and depreciated over the life of the related assets in accordance with the above policies.

Retainage Payable - Retainage payable represents amounts billed to CFX by contractors for which payment is not due pursuant to retained percentage provisions in construction contracts until substantial completion of performance by contractor and acceptance by CFX.

Compensated Absences - Accumulated vacation pay, vested sick pay, and other compensation payable to employees is recorded and included in accounts payable and accrued liabilities. The balance of compensated absences had a net increase of \$164,000 from June 30, 2017 to June 30, 2018.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 1 - Organization and Summary of Significant Accounting Policies (*Continued*)

Bond Premium, Discount, and Prepaid Bond Insurance Costs - Bond premium, discount, and prepaid bond insurance costs associated with the issuance of bonds are amortized on a straight-line basis over the life of the bonds, which approximates the effective interest method. Bond premiums and discounts are presented as an addition and a reduction, respectively, of the face amount of revenue bonds payable whereas prepaid bond insurance costs are recorded as assets.

Restricted Net Position - Restricted net position is comprised of amounts reserved for operations, maintenance, administrative expenses and renewals and replacements in accordance with bond covenants.

Pensions - In the balance sheets, net pension liability represents CFX's proportionate share of the net pension liability of the cost-sharing pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost-sharing pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing pension plan's fiduciary net position.

CFX participates in both the Florida Retirement System (FRS) defined benefit pension plan and the Retiree Health Insurance Subsidy Program (HIS) defined benefit pension plan administered by the Florida Division of Retirement (collectively, FRS/HIS).

For purposes of measuring CFX's net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS/HIS and additions to/deductions from FRS/HIS's fiduciary net position have been determined on the same basis as they are reported by FRS/HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Budgets and Budgetary Accounting - CFX abides by the following procedures in establishing budgetary data:

On or before February 1 of each year, CFX completes a review of its financial condition for the purpose of estimating whether the gross revenues, together with series payments, system payments and supplemental payments, if any, for the ensuing fiscal year will be sufficient to provide at least 120% of the annual debt service requirements of the bonds and that gross revenues will be sufficient to pay all other amounts required by the Master Bond Resolution, as amended and restated.

In the event that CFX determines that revenues will not be sufficient to satisfy the above payments, CFX will conduct a study to determine the toll revenue rate increase required to restore the revenue deficiency.

All schedules of toll revenues and revisions thereof are filed with the FDOT.

On or before April 1 of each year, a preliminary budget is prepared for maintenance, operations and administrative expenses for the ensuing fiscal year. The preliminary budget is reviewed by the FDOT and modified, if necessary.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 1 - Organization and Summary of Significant Accounting Policies (*Continued*)

Budgets and Budgetary Accounting (Continued)

On or before July 1 of each year, a final budget of maintenance, operations and administrative expenses is adopted subject to approval by the FDOT.

CFX may adopt an amended or supplemental annual budget for the remainder of a fiscal year subject to approval by the FDOT.

Reclassifications - Certain amounts in the 2017 financial statements have been reclassified to conform to the 2018 classifications.

Note 2 - Deposits and Investments

Cash and Cash Equivalents, and Investment Portfolio

Pursuant to Section 218.415, Florida Statutes, CFX has formally adopted a comprehensive investment policy most recently updated on May 14, 2015, which establishes permitted investments, asset allocation limits and issuer limits, credit rating requirements and maturity limits to protect CFX's cash and investment assets. CFX maintains a common cash and investment pool for the use of all funds. In addition, cash and investments are separately held by CFX's bond proceeds/construction, debt service, capitalized interest, and debt service reserve funds.

The following chart outlines the types of permitted investments, credit quality risk rating requirements by security type, the maximum concentration of credit risk by percentage of the total portfolio that may be invested in a single issuer and in total by security type and maturity limits prescribed to mitigate interest rate risk exposure:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Permitted Investments

| Sector | Sector Maximum (%) | Per Issuer Maximum (%) | Minimum Ratings Requirement ¹ | Maximum Maturity | Master Bond Resolution Permitted Investments |
|---|--------------------|-------------------------------|---|---|--|
| U.S. Treasury | 100% | 100% | N/A | 5.50 Years (5.50 Years avg. life ⁴ for GNMA) | X |
| GNMA | | 40% | | | X |
| Other U.S. Government Guaranteed (e.g. AID, GTC) | | 10% | | | X |
| Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB* | 75% | 40% ³ | N/A | 5.50 Years | X |
| Federal Agency/GSE other than those above | | 10% | | | X |
| Supranationals where U.S. is a shareholder and voting member | 25% | 10% | Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent) | 5.50 Years | |
| Corporates | 50% ² | 5% | Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent) | 5.50 Years | |
| Municipals | 25% | 5% | Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent) | 5.50 Years | X |
| Agency Mortgage-Backed Securities (MBS) | 25% | 40% ³ | N/A | 5.50 Years Avg. Life ⁴ | |
| Asset-Backed Securities (ABS) | 25% | 5% | Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent) | 5.50 Years Avg. Life ⁴ | |
| Depository Accounts with Qualified Public Depositories | 75% | 50% | N/A | N/A | X |
| Non-Negotiable Collateralized Bank Deposits or Savings Accounts | 50% | None, if fully collateralized | None, if fully collateralized. | 2 Years | X |
| Commercial Paper (CP) | 50% ² | 5% | Highest ST Rating Category (A-1/P-1, or equivalent) | 270 Days | X |
| Bankers' Acceptances (BAs) | 10% ² | 5% | Highest ST Rating Category (A-1/P-1, or equivalent) | 180 Days | X |
| Repurchase Agreements (Repo or RP) | 40% | 20% | Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required | 1 Year | X |
| Money Market Funds (MMFs) | 50% | 25% | Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent) | N/A | X |
| Fixed-Income Mutual Funds | 25% | 10% | N/A | 3 Years | |
| Intergovernmental Pools (LGIPs) | 50% | 25% | Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent) | N/A | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

| Sector | Sector Maximum (%) | Per Issuer Maximum (%) | Minimum Ratings Requirement ¹ | Maximum Maturity | Master Bond Resolution Permitted Investments |
|--|--------------------|------------------------|--|------------------|--|
| Florida Local Government Surplus Funds Trust Funds ("Florida Prime") | 25% | N/A | Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent) | N/A | X |

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

Additionally, investments in any derivative products or the use of reverse repurchase agreements are specifically prohibited, unless permitted in Section XV of CFX's Investment Policy.

Deposits

On June 30, 2018, the carrying amount of CFX's various deposits accounts was \$103,815,729. CFX's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act, as required by Chapter 280, Florida Statutes.

Investments

Concentration of Credit Risk - The following is the percent of any issuer with whom CFX had invested more than 5% of the total portfolio as of June 30, 2018 and 2017:

| Issuer | 2018 | 2017 |
|---------------------------------------|--------|--------|
| Federal Home Loan Bank | N/A | 13.04% |
| Federal National Mortgage Association | 5.49% | 12.67% |
| U.S Treasury Notes | 48.24% | 12.53% |
| Cooperatieve Rabobank Centrale CP | N/A | 5.96% |

Interest Rate Risk - CFX's Investment Policy states that portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. To the extent possible, an attempt will be made to match investment maturities with known cash needs. Investments of current operating funds shall have maturities of no longer than 24 months. Investments of debt obligation reserves, construction funds and other non-operating funds shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.5) years requires CFX's approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 2 - Deposits and Investments (Continued)

CFX uses the distribution of maturities to manage interest rate risk. As of June 30, 2018, 34% of CFX's investments had a maturity of less than 6 months, 7% had a maturity of 6 to 12 months, 29% had a maturity of 1 to 2 years, 21% had a maturity of 2 to 3 years, 3% had a maturity of 3 to 4 years, and 6% had a maturity of over 4 years. As of June 30, 2017, 25% of CFX's investments had a maturity of less than 6 months, 15% had a maturity of 6 to 12 months, 30% had a maturity of 1 to 2 years, 23% had a maturity of 2 to 3 years, 3% had a maturity of 3 to 4 years, and 4% had a maturity of over 4 years.

Total distributions of maturities are as follows:

| | As of June 30, 2018 (in thousands) | | | | | |
|-------------------------|---------------------------------------|------------------|----------------|----------------|-------------|------------|
| | Less than 6 months | 6 - 12 months | 1 - 2 years | 2 - 3 years | 3+ years | Total |
| US Treasury Securities | \$ 86,722 | \$ - | \$ 40,645 | \$ 16,466 | \$ 1,141 | \$ 144,974 |
| Federal Instruments | 3,484 | 9,083 | 8,614 | 4,216 | 7,211 | 32,608 |
| Corporate Note | - | 10,869 | 32,823 | 33,613 | - | 77,305 |
| Commercial Paper | 11,936 | - | - | - | - | 11,936 |
| Municipal Bond Note | - | - | 3,240 | - | - | 3,240 |
| Corp. Asset Backed Sec. | - | 355 | 2,029 | 8,393 | 17,329 | 28,106 |
| Total | \$ 102,142 | \$ 20,307 | \$ 87,351 | \$ 62,688 | \$ 25,681 | \$ 298,169 |

| | As of June 30, 2017 (in thousands) | | | | | |
|-------------------------|---------------------------------------|------------------|----------------|----------------|-------------|------------|
| | Less than 6 months | 6 - 12 months | 1 - 2 years | 2 - 3 years | 3+ years | Total |
| US Treasury Securities | \$ - | \$ 1,551 | \$ 9,341 | \$ 30,946 | \$ - | \$ 41,838 |
| Federal Instruments | 1,548 | 6,871 | 68,822 | 8,670 | 6,266 | 92,177 |
| Corporate Note | 999 | 23,804 | 22,178 | 29,264 | 2,110 | 78,355 |
| Commercial Paper | 79,217 | 15,865 | - | - | - | 95,082 |
| Municipal Bond Note | - | 1,644 | - | 3,280 | - | 4,924 |
| Corp. Asset Backed Sec. | - | - | 478 | 5,382 | 15,669 | 21,529 |
| Total | \$ 81,764 | \$ 49,735 | \$ 100,819 | \$ 77,542 | \$ 24,045 | \$ 333,905 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 2 - Deposits and Investments (Continued)

Credit Risk and Fair Value Measurement - Total CFX deposits and investments are as follows:

| | | Fair Value Measurements Using (in thousands) | |
|---|------------------|---|---|
| | | Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1) | Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2) |
| | June 30, 2018 | | |
| United States Treasury Securities | \$ 144,974 | \$ 144,974 | |
| Commercial Paper | 11,936 | 11,936 | |
| Federal Instrumentalities | 32,609 | 32,609 | |
| Money Market Mutual Funds | 36,730 | 36,730 | |
| Municipal Bond Note | 3,240 | 3,240 | |
| Corporate Note | 77,305 | 77,305 | |
| Corporate Asset Backed Securities | 28,105 | - | \$ 28,105 |
| Total investments by fair value measure | 334,899 | \$ 306,794 | \$ 28,105 |
| Total deposits | 67,086 | | |
| Total deposits and investments | 401,985 | | |
| Restricted | 187,886 | | |
| Unrestricted | \$ 214,099 | | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 2 - Deposits and Investments (Continued)

| | | Fair Value Measurements Using (in thousands) | |
|---|------------------|---|---|
| | | Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1) | Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2) |
| | June 30, 2017 | | |
| United States Treasury Securities | \$ 41,838 | \$ 41,838 | |
| Commercial Paper | 95,082 | 95,082 | |
| Federal Instrumentalities | 92,177 | 92,177 | |
| Money Market Mutual Funds | 118,766 | 118,766 | |
| Municipal Bond Note | 4,924 | 4,924 | |
| Corporate Note | 78,355 | 78,355 | |
| Corporate Asset Backed Securities | 21,528 | - | \$ 21,528 |
| Total investments by fair value measure | 452,670 | \$ 431,142 | \$ 21,528 |
| Total deposits | 112,550 | | |
| Total deposits and investments | 565,220 | | |
| Restricted | 210,666 | | |
| Unrestricted | \$ 354,554 | | |

Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for identical assets or liabilities. Securities classified in Level 2 of the fair value hierarchy are valued using prices quoted in active markets for similar assets or liabilities.

Federal Instrumentalities, and U.S. Government Supported Corporate Debt Notes/Bonds are rated "AA+" by Standard & Poor's. The investments in Municipal Obligations are rated "AA" by Standard & Poor's. The Corporate Notes Standard & Poor's credit ratings are "AAA", "AA+", "AA", "AA-", "A+", and "A". The Commercial Paper is rated "A-1+" and "A-1" by Standard & Poor's. The Florida PRIME and Money Market Mutual Funds are rated "AAAm" by Standard & Poor's. The Florida State Board of Administration Fund B ("Fund B") is not rated for credit quality.

Custodial Credit Risk - All CFX depositories are members of the State of Florida collateral pool. The State of Florida collateral pool is a multiple, financial institution collateral pool with the ability to make additional assessments to satisfy the claims of governmental entities if any member institution fails. This ability provides protection, which is similar to depository insurance.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 2 - Deposits and Investments (Continued)

CFX's Investment Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and requires that securities be designated as an asset of CFX.

As of June 30, 2018 and 2017, all of CFX's securities were held in a bank's trust/custodial department in CFX's name.

Restricted Cash and Investments - Cash, cash equivalents and investments restricted in accordance with bond provisions and other agreements are as follows:

| | June 30, | |
|---|-----------------------|------------------|
| | 2018 | 2017 |
| | (in thousands) | |
| Reserve funds: | | |
| Operations, maintenance and administrative reserve | \$ 10,709 | \$ 9,974 |
| Renewal and replacement reserve | 8,995 | 19,237 |
| Total reserve funds | <u>19,704</u> | <u>29,211</u> |
| Bond funds: | | |
| Principal and interest accounts | 153,964 | 121,978 |
| Reserve accounts | 14,217 | 59,477 |
| Total bond funds | <u>168,181</u> | <u>181,455</u> |
| Total restricted cash, cash equivalents and investments | 187,885 | 210,666 |
| Portion related to cash and cash equivalents | 44,740 | 136,805 |
| Portion related to investments | <u>\$ 143,145</u> | <u>\$ 73,861</u> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 3 - Due From Governmental Agencies

Due from governmental agencies consists of the following:

| | June 30, | |
|---|-----------------------|--------------------|
| | 2018 | 2017 |
| | <i>(in thousands)</i> | |
| Florida Department of Transportation - Operations and Maintenance Reimbursement | \$ 1,021 | \$ 1,008 |
| Florida Department of Transportation - SunPass Customers' use of E-PASS Roads | 21,357 | 5,948 |
| Florida's Turnpike Enterprise - Road Ranger Joint Contract | 89 | 89 |
| Florida's Turnpike Enterprise - SR 417 Widening Reimbursement | 80 | 333 |
| Lee County - LeeWay Customers' use of E-PASS | 19 | 5 |
| Orange County - Fines/Fees | 207 | 163 |
| Orange County - Fiber Optic Network Access | - | 4 |
| Orange County - Innovation Way Utilities Reimbursement | - | 1,006 |
| Osceola County Expressway Authority - Interlocal Agreement | 84 | - |
| Osceola County Expressway Authority - Maintenance Reimbursement | 5 | 12 |
| | <u>\$ 22,862</u> | <u>\$ 8,568</u> |
| Less current portion | <u>(22,862)</u> | <u>(8,568)</u> |
| | <u><u>\$ -</u></u> | <u><u>\$ -</u></u> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 4 - Capital Assets

Capital assets are summarized as follows (in thousands):

| | <u>June 30,</u> <u>2017</u> | <u>Additions</u> | <u>Reductions</u> | <u>Transfers</u> | <u>June 30,</u> <u>2018</u> |
|--|--------------------------------|-------------------|-------------------|------------------|--------------------------------|
| Infrastructure (non-depreciable): | | | | | |
| Right-of-way | \$ 704,091 | \$ 105 | \$ (18) | \$ 201,196 | \$ 905,374 |
| Highways and bridges | <u>2,768,014</u> | <u>1,085</u> | <u>(463)</u> | <u>499,394</u> | <u>3,268,030</u> |
| Total infrastructure (non-depreciable) | <u>3,472,105</u> | <u>1,190</u> | <u>(481)</u> | <u>700,590</u> | <u>4,173,404</u> |
| Construction in progress (non-depreciable): | | | | | |
| Right-of-way | 176,945 | 33,500 | - | (201,196) | 9,249 |
| Highways and bridges | 406,780 | 270,251 | - | (499,394) | 177,637 |
| Buildings and toll facilities | 1,125 | 889 | - | (818) | 1,196 |
| Toll equipment | 25,780 | 11,023 | - | (58) | 36,745 |
| Furniture, equipment and other | 5,326 | 6,142 | - | (4,719) | 6,749 |
| Total construction in progress (non-depreciable) | <u>615,956</u> | <u>321,805</u> | <u>-</u> | <u>(706,185)</u> | <u>231,576</u> |
| Property and equipment (depreciable): | | | | | |
| Toll equipment | 103,006 | - | (440) | 58 | 102,624 |
| Buildings and toll facilities | 161,317 | 63 | - | 818 | 162,198 |
| Furniture, equipment and other | <u>62,824</u> | <u>1,035</u> | <u>(1,084)</u> | <u>4,719</u> | <u>67,494</u> |
| Total property and equipment (depreciable) | <u>327,147</u> | <u>1,098</u> | <u>(1,524)</u> | <u>5,595</u> | <u>332,316</u> |
| Less accumulated depreciation for: | | | | | |
| Toll equipment | (85,525) | (4,727) | 218 | - | (90,034) |
| Buildings and toll facilities | (61,172) | (5,367) | - | - | (66,539) |
| Furniture, equipment and other | <u>(31,810)</u> | <u>(3,344)</u> | <u>1,045</u> | <u>-</u> | <u>(34,109)</u> |
| Total accumulated depreciation | <u>(178,507)</u> | <u>(13,438)</u> | <u>1,263</u> | <u>-</u> | <u>(190,682)</u> |
| Total property and equipment being depreciated, net | <u>148,640</u> | <u>(12,340)</u> | <u>(261)</u> | <u>5,595</u> | <u>141,634</u> |
| Total capital assets | <u>\$ 4,236,701</u> | <u>\$ 310,655</u> | <u>\$ (742)</u> | <u>\$ -</u> | <u>\$ 4,546,614</u> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 4 - Capital Assets (Continued)

| | June 30, 2016 | Additions | Reductions | Transfers | June 30, 2017 |
|--|---------------------|-------------------|-------------------|------------------|---------------------|
| Infrastructure (non-depreciable): | | | | | |
| Right-of-way | \$ 657,379 | \$ 1,593 | \$ (32) | \$ 45,151 | \$ 704,091 |
| Highways and bridges | 2,707,363 | 602 | (728) | 60,777 | 2,768,014 |
| Total infrastructure (non-depreciable) | <u>3,364,742</u> | <u>2,195</u> | <u>(760)</u> | <u>105,928</u> | <u>3,472,105</u> |
| Construction in progress (non-depreciable): | | | | | |
| Right-of-way | 201,696 | 20,554 | (154) | (45,151) | 176,945 |
| Highways and bridges | 212,797 | 253,440 | - | (59,457) | 406,780 |
| Buildings and toll facilities | 996 | 2,483 | - | (2,354) | 1,125 |
| Toll equipment | 17,167 | 11,337 | - | (2,724) | 25,780 |
| Furniture, equipment and other | 2,467 | 16,573 | - | (13,714) | 5,326 |
| Total construction in progress (non-depreciable) | <u>435,123</u> | <u>304,387</u> | <u>(154)</u> | <u>(123,400)</u> | <u>615,956</u> |
| Property and equipment (depreciable): | | | | | |
| Toll equipment | 99,969 | 503 | (189) | 2,723 | 103,006 |
| Buildings and toll facilities | 158,947 | 16 | - | 2,354 | 161,317 |
| Furniture, equipment and other | 61,243 | 211 | (11,025) | 12,395 | 62,824 |
| Total property and equipment (depreciable) | <u>320,159</u> | <u>730</u> | <u>(11,214)</u> | <u>17,472</u> | <u>327,147</u> |
| Less accumulated depreciation for: | | | | | |
| Toll equipment | (79,900) | (5,814) | 189 | - | (85,525) |
| Buildings and toll facilities | (55,860) | (5,312) | - | - | (61,172) |
| Furniture, equipment and other | (38,664) | (2,639) | 9,493 | - | (31,810) |
| Total accumulated depreciation | <u>(174,424)</u> | <u>(13,765)</u> | <u>9,682</u> | <u>-</u> | <u>(178,507)</u> |
| Total property and equipment being depreciated, net | <u>145,735</u> | <u>(13,035)</u> | <u>(1,532)</u> | <u>17,472</u> | <u>148,640</u> |
| Total capital assets | <u>\$ 3,945,600</u> | <u>\$ 293,547</u> | <u>\$ (2,446)</u> | <u>\$ -</u> | <u>\$ 4,236,701</u> |

Total bond interest cost incurred amounted to approximately \$117,523,000 and \$123,603,000 during the years ended June 30, 2018 and 2017, respectively, of which \$11,658,000 and \$15,090,000 were capitalized as construction in progress.

Goldenrod Project - On March 24, 1999, CFX signed the Goldenrod Road Extension Development Agreement (the "Agreement") for the extension of Goldenrod Road to SR 528 (the "Extension"). The Agreement is between CFX and other local agencies and governments, including the City of Orlando (the "City"), Greater Orlando Aviation Authority ("GOAA") and Orange County (the "County"). Under the Agreement, each of the parties agreed to contribute a set amount toward construction of the Extension. The contributions made by each party for construction are as follows:

| | |
|-----------------|---------------|
| City of Orlando | \$ 2,000,000 |
| GOAA | \$ 4,500,000 |
| Orange County | \$ 1,000,000 |
| CFX | \$ 38,008,887 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 4 - Capital Assets (Continued)

CFX's responsibilities under the Agreement were to acquire, design and construct the right-of-way for the Extension. Construction of the Extension began in January 2001 and opened to traffic in March 2004. Under the terms of the Agreement, toll revenues generated from the Extension will be distributed, first to operating cost, then to repay the contributions to each contributing party.

The construction costs of the roadway, toll plaza and toll equipment are included in CFX's capital assets. These assets will remain the property of CFX until the final payments of all contributions are made. Upon the final repayment of all contributions, ownership of the roadway will revert to the City and the City will be responsible for all future maintenance costs. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-System project, it is reported net in the non-operating section of the statements of revenues, expenses and changes in net position. The toll revenues generated from the Extension are not pledged to CFX's bond indebtedness.

Note 5 - Long-Term Debt

Revenue Bonds Payable - A summary of changes in revenue bonds payable is as follows (in thousands):

| | June 30, 2017 | Additions | Deletions | June 30, 2018 |
|---|---------------|------------|-------------|---------------|
| Series 2007A | \$ 185,885 | \$ - | (185,885) | \$ - |
| Series 2008B1 | 130,535 | - | (175) | 130,360 |
| Series 2008B2 | 118,020 | - | (155) | 117,865 |
| Series 2008B3 | 149,200 | - | (140) | 149,060 |
| Series 2008B4 | 99,475 | - | (140) | 99,335 |
| Series 2010A | 120,760 | - | (120,760) | - |
| Series 2010B | 109,745 | - | (36,105) | 73,640 |
| Series 2010C | 12,905 | - | (12,905) | - |
| Series 2012 | 201,925 | - | (21,555) | 180,370 |
| Series 2012A | 59,060 | - | (5,245) | 53,815 |
| Series 2013A | 242,320 | - | - | 242,320 |
| Series 2013B | 172,360 | - | (18,040) | 154,320 |
| Series 2013C | 105,485 | - | (855) | 104,630 |
| Series 2015 Senior Lien BANs | 193,695 | - | - | 193,695 |
| Series 2016A | 151,695 | - | (710) | 150,985 |
| Series 2016B | 631,330 | - | (5,685) | 625,645 |
| Series 2017 | - | 341,210 | - | 341,210 |
| | 2,684,395 | 341,210 | (408,355) | 2,617,250 |
| Add unamortized bond premium | 182,430 | 41,428 | (18,673) | 205,185 |
| Less current portion of revenue bonds payable and BAN | (58,710) | (252,615) | 58,710 | (252,615) |
| Revenue bonds payable - net of current | \$ 2,808,115 | \$ 130,023 | \$(368,318) | \$ 2,569,820 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

| | June 30, 2016 | Additions | Deletions | June 30, 2017 |
|--|---------------|------------|--------------|---------------|
| Series 1990 | \$ 12,295 | \$ - | (12,295) | \$ - |
| Series 2007A | 268,980 | - | (83,095) | 185,885 |
| Series 2008B1 | 130,705 | - | (170) | 130,535 |
| Series 2008B2 | 118,180 | - | (160) | 118,020 |
| Series 2008B3 | 149,440 | - | (240) | 149,200 |
| Series 2008B4 | 99,615 | - | (140) | 99,475 |
| Series 2010A | 334,565 | - | (213,805) | 120,760 |
| Series 2010B | 175,390 | - | (65,645) | 109,745 |
| Series 2010C | 283,610 | - | (270,705) | 12,905 |
| Series 2012 | 201,925 | - | - | 201,925 |
| Series 2012A | 59,060 | - | - | 59,060 |
| Series 2013A | 242,320 | - | - | 242,320 |
| Series 2013B | 173,100 | - | (740) | 172,360 |
| Series 2013C | 106,325 | - | (840) | 105,485 |
| Series 2015 Senior Lien BANs | 193,695 | - | - | 193,695 |
| Series 2016A | 151,695 | - | - | 151,695 |
| Series 2016B | - | 631,330 | - | 631,330 |
| | 2,700,900 | 631,330 | (647,835) | 2,684,395 |
| Add unamortized bond premium | 120,451 | 83,079 | (21,100) | 182,430 |
| Less current portion of revenue bonds payable | (20,360) | (58,710) | 20,360 | (58,710) |
| Revenue bonds payable - net of current portion | \$ 2,800,991 | \$ 655,699 | \$ (648,575) | \$ 2,808,115 |

In the 2002 legislative session, the Florida Legislature amended Chapter 348, Part V (now Part III of the "Expressway Act") to, among other things, revise and expand the powers of CFX to finance or refinance its projects, including the power to refund bonds previously issued on behalf of CFX by the State of Florida Division of Bond Finance of the State Board of Administration (Division of Bond Finance), through the issuance of its own bonds or other obligations. Consistent with the authority granted in the Expressway Act, CFX adopted an Authority Bond Resolution on July 2, 2002, authorizing the issuance of up to \$2,000,000,000 of additional bonds or other indebtedness to finance projects of CFX. Although not required, the first issuance of bonds by CFX under the Authority Bond Resolution was validated by the Circuit Court of the Ninth Judicial Circuit of Florida, in Orange County, Florida, on September 20, 2002.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (*Continued*)

On January 28, 2003, the Division of Bond Finance adopted a resolution formally recognizing CFX as the issuer of bonds under that certain Master Junior Lien Bond Resolution pursuant to which the Division of the Bond Finance had previously issued bonds on behalf of CFX. CFX further adopted, on February 3, 2003, an Amended and Restated Master Bond Resolution pursuant to which CFX amended and restated the Authority Bond Resolution and the Master Junior Lien Resolution into a single, consolidated, single-lien resolution to govern the existing outstanding bonds and future bond indebtedness of CFX. All bonds or other obligations issued under the Amended and Restated Master Bond Resolution are payable from, and secured by, a pledge of net revenues from the operation of the System.

As notated in Note 1, on June 20, 2014, the Governor of Florida signed a bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. The Central Florida Expressway Authority assumed all the debt of the former Orlando-Orange County Expressway Authority pursuant to Chapter 2014-171, Public Laws of Florida.

Fixed Rate Debt

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017, were originally issued on December 28, 2017 and were outstanding in the aggregate principal amount of \$341,210,000 on June 30, 2018, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2018 through July 1, 2042 in amounts ranging from \$610,000 to \$61,935,000, plus interest. The 2017 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2017 Bonds is due and paid semiannually. The purpose of the Series 2017 Bonds was to refund all of the Series 2007A, 2010A, and 2010C Bonds and a portion of the 2010B Bonds, for net present value savings of \$39,795,910, which represents \$61,030,269 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$26,266,627.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016B, were originally issued on November 2, 2016 and were outstanding in the aggregate principal amount of \$625,645,000 and \$631,330,000 on June 30, 2018 and 2017 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2018 through July 1, 2040 in amounts ranging from \$1,860,000 to \$66,520,000, plus interest. The 2016B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016B Bonds is due and paid semiannually. The purpose of the Series 2016B Bonds was to refund portions of the Series 2007A, 2010A, 2010B and 2010C Bonds for net present value savings of \$65,239,436, which represents \$92,180,668.91 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$75,028,080.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016A, were originally issued on April 26, 2016 and were outstanding in the aggregate principal amount of \$150,985,000 and \$151,695,000 on June 30, 2018 and 2017 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2018 through July 1, 2032 and July 1, 2036 through July 1, 2037 in amounts ranging from \$735,000 to \$28,000,000, plus interest. The 2016A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016A Bonds is due and paid semiannually. The purpose of the Series 2016A Bonds was to refund a portion of the Series 2007A Bonds for net present value savings of \$27,251,546, which represents \$40,378,823 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$5,296,435.

The Central Florida Expressway Authority Revenue Bond Anticipation Notes (BANs), Series 2015, were originally issued on July 21, 2015 and were outstanding in the aggregate principal amount of \$193,695,000 on June 30, 2018 and 2017. The outstanding principal is due at maturity on January 1, 2019. The 2015 BANs are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. CFX entered into a Transportation Infrastructure Finance and Innovation (TIFIA) loan agreement with the U.S. Department of Transportation, acting by and through the Federal Highway Administrator on March 25, 2015. The proceeds from the Junior TIFIA loan are expected to be available to pay the Series 2015 BANs on their maturity date. Interest on the 2015 BANs is due and paid semiannually. The purpose of the 2015 BANs was to provide funds to finance certain capital costs for the Wekiva Parkway Project.

The Central Florida Expressway Authority Refunding Revenue Bond, Series 2013C, was originally issued on September 12, 2013 and was outstanding in the aggregate principal amount of \$104,630,000 and \$105,485,000 on June 30, 2018 and 2017, respectively. The bond was issued in the form of a bank loan directly with the bondholder, STI Institutional & Government, Inc. The outstanding amount of the bond is due in annual installments on July 1, 2018 through July 1, 2032 in amounts ranging from \$890,000 to \$15,740,000, plus interest. The 2013C Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013C Bond is due and paid semiannually. The Series 2013C Bond was issued for the purpose of refunding the Series 2003D and to fund the termination payment related to the associated swap. The refunding resulted in a deferred outflow of \$15,599,396, most of which was related to the swap termination payment. The difference between the cash flow of the old debt and the cash flow of the new debt was \$3,440,975 lower post-refunding, which represents \$2,500,470 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate. In fiscal year 2017 CFX renegotiated the bank loan with STI Institutional & Government Inc. and on November 2, 2016 the interest rate was lowered to 2.75%. This lower rate will generate \$10,961,177.72 of savings over the term of the loan which represents \$9,168,844.91 on a net present value basis.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013B, were originally issued on January 2, 2013 and were outstanding in the aggregate principal amount of \$154,320,000 and \$172,360,000 on June 30, 2018 and 2017, respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments on July 1, 2018 through July 1, 2025 in amounts ranging from \$2,475,000 to \$24,710,000, plus interest. The 2013B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013B Bonds is due and paid semiannually. The Series 2013B Bonds were issued for the purpose of refunding the Series 2003C2 and 2003C4 Bonds and to fund the termination payments related to the associated swaps. The refunding resulted in a deferred outflow of \$42,223,850, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$5,959,376 higher post-refunding, which represents \$4,868,985 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013A, were originally issued on April 3, 2013 and were outstanding in the aggregate principal amount of \$242,320,000 on June 30, 2018 and 2017, including \$110,545,000 of serial bonds and \$131,775,000 of term bonds. The serial bonds are due in annual installments beginning on July 1, 2026 through July 1, 2032 in amounts ranging from \$7,065,000 to \$24,875,000, plus interest. The term bond is due on July 1, 2035. The 2013A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013A Bonds is due and paid semiannually. The purpose of the Series 2013A Bonds was to refund the Series 2003B Bonds for net present value savings of \$35,842,015, which represents \$60,831,999 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$2,750,505.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2012, were originally issued on November 29, 2012 and were outstanding in the aggregate principal amount of \$180,370,000 and \$201,925,000 on June 30, 2018 and 2017 respectively, all of which were serial bonds. The serial bonds are due beginning on July 1, 2018 through July 1, 2025 in amounts ranging from \$22,535,000 to \$29,240,000, plus interest. The 2012 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2012 Bonds is due and paid semiannually. See below for the purpose, economic and accounting impacts of the refunding.

The Central Florida Expressway Authority General Reserve Fund Obligation Bond, Series 2012A, was originally issued on November 29, 2012 and was outstanding in the aggregate principal amount of \$53,815,000 and \$59,060,000 on June 30, 2018 and 2017 respectively. The bond was issued in the form of a subordinate bank loan directly with the bondholder, SunTrust Bank. The bond is due in annual installments beginning on July 1, 2018 through July 1, 2025 in amounts ranging from \$5,615,000 to \$8,485,000, plus interest. The 2012A Bond is payable from, and secured by, a pledge of the general fund, which is junior and subordinate to the net revenues from the operation of the expressway System pledged to senior lien parity bonds. Interest on the 2012A Bond is due and paid semiannually.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (*Continued*)

Fixed Rate Debt (*Continued*)

Collectively, the purpose of the Series 2012 and 2012A Bonds was to refund the Series 2003C1 and 2003C3 Bonds and to fund the termination payments on the associated swaps. The refunding resulted in a deferred outflow of \$60,159,863, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$7,202,160 higher post-refunding, which represents \$4,712,369.37 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Revenue Bonds, Series 2010C, were originally issued on November 10, 2010 and were outstanding in the aggregate principal amount of \$0 and \$12,905,000 on June 30, 2018 and 2017 respectively, including \$8,155,000 of serial bonds and a \$4,750,000 term bond. A portion of the Series 2010C Bonds was refunded by the Series 2016B Bond, and the remainder was refunded by the Series 2017 Bond as stated above.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2010B, were originally issued on June 30, 2010 and were outstanding in the aggregate principal amount of \$73,640,000 and \$109,745,000 on June 30, 2018 and 2017, respectively. The bonds were issued as serial bonds and the outstanding bonds are due in annual installments on July 1, 2018 through July 1, 2021 in amounts ranging from \$6,310,000 to \$53,880,000, plus interest. Interest on the 2010B Bonds is due and paid semiannually. Portions of the Series 2010B Bonds was refunded by the Series 2016B Bond and Series 2017 Bond as stated above.

The Central Florida Expressway Authority Revenue Bonds, Series 2010A, were originally issued on March 25, 2010 and were outstanding in the aggregate principal amount of \$0 and \$120,760,000 and on June 30, 2018 and 2017 respectively, including \$15,265,000 of serial bonds and \$105,495,000 of term bonds. A portion of the Series 2010A Bonds was refunded by the Series 2016B Bond, and the remainder was refunded by the Series 2017 Bond as stated above.

The Central Florida Expressway Authority Revenue Bonds, Series 2007A, were originally issued on June 28, 2007 and were outstanding in the aggregate principal amount of \$0 and \$185,885,000 on June 30, 2018 and 2017 respectively, including term bonds. Portions of the Series 2007A Bonds were refunded by both the Series 2016A and Series 2016B Bonds and the remainder was refunded by the Series 2017 Bond as stated above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

Variable Rate Debt

On May 1, 2008, CFX issued Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4 (collectively, "2008B Bonds"), for the purpose of refunding the Series 2005A, 2005B, 2005C, 2005D, and 2005E Bonds (collectively, "2005 Bonds"), of which \$130,360,000, \$117,865,000, \$149,060,000, \$99,335,000 and \$130,535,000, \$118,020,000, \$149,200,000, \$99,475,000 was outstanding on June 30, 2018 and 2017, respectively. The 2008B Bonds were issued in four sub-series in the initial aggregate principal amount of \$499,105,000, including Series 2008B1 in the initial principal amount of \$131,025,000; Series 2008B2 in the initial principal amount of \$118,500,000; Series 2008B3 in the initial principal amount of \$149,760,000; and 2008B4 in the initial principal amount of \$99,820,000. The Series 2008B Bonds are dated the date of their original issuance and delivery and mature on July 1, 2040. The Series 2008B Bonds were initially issued and currently outstanding in a variable rate mode, with the interest rate on the Series 2008B Bonds resetting on a weekly basis and interest payable on a monthly basis.

In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2016, the Series 2008B2 Bonds were converted to a bank rate mode and directly placed with the bondholder. The bank rate also resets on a weekly basis and is tied to the SIFMA index plus a spread. The 2008B Bonds are subject to optional and mandatory redemption and optional and mandatory tender for purchase prior to maturity. Amortization installments for the mandatory redemption of the 2008B Bonds began on July 1, 2014.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2018, are summarized as follows (all amounts in thousands). The totals below are net of capitalized interest funds available for debt service. For purposes of this note, the interest rate applicable to variable rate bonds is the synthetic fixed rate of 4.7753% for the 2008 Bonds. None of the fees associated with liquidity, letters of credit, or remarketing arrangements are included in the chart below, nor are the incremental rates paid on any floating rate note arrangements.

| | Principal | Interest | Total P&I Due | Capitalized Interest | Net Due |
|-----------|---------------------|---------------------|---------------------|-------------------------|---------------------|
| 2019 | \$ 252,615 | \$ 109,295 | \$ 361,910 | \$ 3,148 | \$ 358,762 |
| 2020 | 61,015 | 103,607 | 164,622 | - | 164,622 |
| 2021 | 64,100 | 100,629 | 164,729 | - | 164,729 |
| 2022 | 67,130 | 97,742 | 164,872 | - | 164,872 |
| 2023 | 69,315 | 94,702 | 164,017 | - | 164,017 |
| 2024-2028 | 445,030 | 415,884 | 860,914 | - | 860,914 |
| 2029-2033 | 579,900 | 297,578 | 877,478 | - | 877,478 |
| 2034-2038 | 629,860 | 160,750 | 790,610 | - | 790,610 |
| 2039-2043 | 448,285 | 35,425 | 483,710 | - | 483,710 |
| | <u>\$ 2,617,250</u> | <u>\$ 1,415,612</u> | <u>\$ 4,032,862</u> | <u>\$ 3,148</u> | <u>\$ 4,029,714</u> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (*Continued*)

Hedging Derivative Instruments – Cash Flow Hedges

Variable-to-Fixed Rate Interest Rate Swaps - On July 13, 2004, CFX entered into five forward-starting, synthetic fixed rate swap agreements totaling \$499,105,000 ("2004 Swaps"), attributable to the \$199,645,000 Series 2005A Bonds, the \$149,760,000 Series 2005B Bonds, the \$99,820,000 Series 2005C Bonds, the \$24,940,000 Series 2005D Bonds, and the \$24,940,000 Series 2005E Bonds. On May 1, 2008, all Series 2005 Bonds were redeemed and the 2004 Swaps are now associated with the Series 2008B Refunding Bonds described above.

Objective of Swaps and Nature of Hedged Risk: CFX entered into the 2004 Swaps in order to ensure its ability to fund its Five-Year Work Plan, then valued at \$1,240,300,000 and in order to manage the interest rate exposure that CFX was subject to as a result of issuing its variable rate bonds.

Strategy to Accomplish Hedge Objective: In order to achieve the stated objectives, CFX issued variable rate bonds with a weekly reset and entered into swap agreements to obtain the synthetic fixed rate. In 2004, CFX entered into five separate forward-starting, interest rate swap agreements with five separate counterparties. The 2004 Swaps remained in place at the time of issuance of the 2005 Bonds.

Summary Derivative Hedging Instruments: On July 13, 2004, CFX entered into five separate forward-starting, interest rate swap agreements with an effective date of March 1, 2005, all of which were associated with the Series 2005 Bonds. There was no cash exchanged at the time these forward agreements were entered into.

The interest rate swap transactions were executed in order to accomplish the synthetic fixed rates, as noted below. CFX has a cancellation option in the swap with UBS AG. A summary of these transactions and the significant terms, as well as the credit ratings on the counterparties as of June 30, 2018 and 2017, are as follows:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

Hedging Derivative Instruments – Cash Flow Hedges (Continued)

| | <u>Series 2005A</u> | <u>Series 2005B</u> | <u>Series 2005C</u> | <u>Series 2005D</u> | <u>Series 2005E</u> |
|--|---------------------|---------------------|--------------------------------------|---------------------|---------------------|
| <i>Notional Value</i> <i>(as of 6/30/2018)</i> | \$198,648,000 | \$149,008,000 | \$99,324,000 | \$24,820,000 | \$24,820,000 |
| <i>Fixed Rate</i> | 4.7753% | 4.7753% | 4.7753% | 4.7753% | 4.7753% |
| <i>Fixed Payer</i> | CFX | CFX | CFX | CFX | CFX |
| <i>Floating Rate</i> | SIFMA | SIFMA | SIFMA | SIFMA | SIFMA |
| | Weekly Index | Weekly Index | Weekly Index | Weekly Index | Weekly Index |
| <i>Maturity Date</i> | 1-Jul-40 | 1-Jul-40 | 1-Jul-40 | 1-Jul-40 | 1-Jul-40 |
| <i>Settlement</i> | Monthly | Monthly | Monthly | Monthly | Monthly |
| <i>Premium Paid</i> | None | None | None | None | None |
| <i>Counterparty</i> | UBS AG | Citibank | Morgan Stanley Capital Services Inc. | RBC Dain | JP Morgan* |
| <i>Ratings 6/30/2017</i> <i>(S&P/Moody's/Fitch)</i> | A/A1/A | A+/A1/A+ | BBB+/A3/A | AA-/A1/AA | A+/Aa3/AA- |
| <i>Ratings 6/30/2018</i> <i>(S&P/Moody's/Fitch)</i> | A/Aa3/A | A+/A1/A+ | BBB+/A3/A | AA-/A1/AA | A+/Aa3/AA |

*Originally with Bear Stearns Financial Products, Inc. By novation agreement dated April 22, 2009, this swap was transferred to JP Morgan Chase Bank, N.A.

Type of Hedge: Discrete Cash Flow

Fair Value: All of CFX's derivative instruments are considered effective cash flow hedges because they meet the consistent critical terms method criteria. Therefore, the fair value is reported as a deferred outflow on the balance sheets.

CFX has obtained independent market value evaluations of its swap transactions. These fair value estimates are based on expected forward LIBOR swap rates and discounted expected cash flows (Level 3 inputs). The appropriate LIBOR percentages that relate to the tax-exempt SIFMA swap rates are applied to the LIBOR swap curve to derive the expected forward SIFMA swap rates. On a current mark-to-market basis, the net present value of the swaps would require CFX to make an estimated combined termination payment, in the event that all of the outstanding swaps were terminated on June 30, 2018 or June 30, 2017, of \$135,832,423 and \$170,873,269, respectively. The change in fair value at FYE 2018 was \$35,040,846 lower than at FYE 2017 and the change in fair value at FYE 2017 was \$63,815,192 lower than at the prior year end.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (*Continued*)

Hedging Derivative Instruments – Cash Flow Hedges (*Continued*)

The table below provides the fair value of the Swaps:

Estimated Termination Payments Based on Net Present Value

| | <u>June 30, 2018</u> | <u>June 30, 2017</u> |
|--------------|-----------------------|-----------------------|
| Series 2008B | <u>\$ 135,832,423</u> | <u>\$ 170,873,269</u> |

Risks: CFX monitors the various risks associated with the Swap Agreements. Based upon the assessment, CFX reviewed the following risks:

Credit Risk: CFX has adopted an Interest Rate Risk Management Policy whereby, prior to entering into an interest rate exchange agreement, CFX will require the counterparty to (i) have an initial rating of at least AA-/Aa3/AA- by at least one of the three nationally recognized credit rating agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular transaction. For all executed agreements, the counterparties met the criteria in (i) above at the time of execution.

Similar to the experience of many financial product providers in recent years, four of the five counterparties have dropped below the initial required rating levels. A summary of the credit ratings of the counterparties as of June 30, 2017 and 2018, is shown previously under *Summary of Derivative Hedging Instruments*. CFX's Interest Rate Risk Management Policy does not contain a specific requirement for collateral posting in the event of a counterparty downgrade below the minimum requirements; however, the agreements require that the counterparties post suitable and adequate collateral if the termination values were such that a payment would be due to CFX. As of June 30, 2018 and 2017, that is not the case; therefore, there is no reportable risk of loss to CFX due to credit risk. The following terms of the Swaps and all Series 2008B Bond obligations are identical:

1. The total notional amount of the Swaps equals the total issued principal amount of CFX's revenue bonds that are subject to the Swaps.
2. The re-pricing dates of the Swaps match those of the related bonds, specifically, all Series 2008B Bonds.
3. The amortization of the Swaps matches the amortization of the bonds.

CFX does not have a specific policy regarding entering into master netting arrangements, nor has it entered into any such master arrangements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

Interest Rate Risk: CFX implemented a strategy on the Swaps associated with the Series 2008B Bonds, which was designed to provide a synthetic fixed rate.

Basis Risk: Basis risk for CFX's derivatives would be the risk that the weekly rates on its variable rate bonds would not match the index referenced in the interest rate exchange agreements. The Series 2005 variable rate bonds were issued to bear interest at the seven-day market rate, whereas the underlying swap agreements pay CFX interest at the weekly TBMA (now known as SIFMA) index rate. Since the variable rate paid by the counterparties on the interest rate swaps is the SIFMA index, CFX reasonably assumed that the hedging relationship would be highly effective in providing counterparty payments to CFX in amounts necessary to pay the synthetic fixed rate on the Series 2005 Bonds. However, during fiscal year 2008, CFX experienced some basis spread on the Series 2005 Bonds subsequent to Fitch's downgrade of Ambac, the bonds' insurer. In order to mitigate this spread, CFX took action to redeem the bonds and issued the Series 2008B Refunding Bonds, backed by letters of credit. In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2016, the Series 2008B2 Bonds were converted to a bank rate mode and directly placed with the bondholder. The bank rates for all of the Series are reset on a weekly basis and are tied to the SIFMA index plus a spread. Therefore, basis risk for these bonds has been eliminated during the bank rate period.

Termination Risk: CFX is subject to termination risk, but determined at the time to mitigate that risk by acquiring swap insurance policies for the swaps associated with the Series 2008B Bonds. Each of CFX's outstanding interest rate exchange agreements contains an Additional Termination Event provision, which is triggered by certain downgrades in the credit ratings of the respective parties, but each such provision is subject to the Insurer Provisions contained therein.

Under certain conditions set forth in the swap agreements, neither CFX nor the counterparty may designate an early termination date without the consent of the Insurer, unless an "Insurer Event" has occurred whereby the Swap Insurer (i) fails to meet its payment obligations under the swap, (ii) fails to maintain a minimum claims-paying ability rating or financial-strength rating from either S&P or Moody's described in the respective swap agreements or (iii) has its rating from either S&P or Moody's withdrawn or suspended and such rating is not reinstated within 30 days of such withdrawal or suspension.

Additionally, for the 2004 Swaps, a Credit Support Annex was negotiated with the counterparties. During fiscal year 2009, the insurer on the swaps now associated with the Series 2008B Bonds (the "2004 Swaps"), was downgraded below the A-/A3 (S&P/Moody's) level. As such, an Insurer Event did take place. Three of the five agreements required that CFX demonstrate that it had maintained its own rating above the A-/A3 levels to prevent a termination. CFX has maintained its ratings at A/A2; therefore, it has complied with the requirements and no termination event has occurred.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (*Continued*)

One agreement did not consider an Insurer Event grounds for early termination, unless some additional event of default had taken place, such as failure to meet the payment obligations, none of which have taken place. One agreement required that CFX either replace the insurer with another credit support facility or post collateral in the amount of the termination value in excess of \$15,000,000, based on CFX's credit rating. CFX received the notice of an Insurer Event from this counterparty on June 25, 2009, and posted collateral in July 2009. All investment income on the security posted as collateral, and the security itself, is income to, and an asset of, CFX. Per the agreement, the counterparty could request a maximum amount of \$13,061,942 as of June 30, 2018. However, the agreement only requires CFX to post collateral at the request of the counterparty. In compliance with the agreement and the most recent request, there was not a collateral posting as of June 30, 2018 or June 30, 2017.

As a result of CFX's compliance with the terms of the swap agreements and each applicable Credit Support Annex, as explained above, as of June 30, 2018 and 2017, no termination events have occurred.

Notwithstanding the Insurer Provisions under the swap agreements, CFX has the option to terminate all but one of the swaps at any time upon at least two business days' written notice to the counterparty. One agreement requires 30 days' written notice, a requirement which can be waived. Absent the Insurer Provisions, the counterparties may terminate the swap in the event of a default, such as: nonpayment, credit downgrade or failure to provide collateral.

Credit and Liquidity Access and Repricing Risk: CFX has reduced its basis and credit provider risks by placing the 2008B1, 2008B2, 2008B3 and 2008B4 Bonds in the bank rate mode directly with the bondholder at SIFMA plus a spread.

As of June 30, 2018, the expirations of the respective contracts were as follows:

| <u>Bond Series</u> | <u>Type/Provider</u> | <u>Expiration Date</u> |
|---------------------------|-----------------------------|-------------------------------|
| Series 2008B1 | FRN/Barclays Capital Inc. | May-2020 |
| Series 2008B2 | FRN/RBC Municipal Products | Jul-2018 |
| Series 2008B3 | FRN/Wells Fargo | Sep-2019 |
| Series 2008B4 | FRN/Wells Fargo | Sep-2019 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

Associated Debt: The net cash flow of the underlying swap agreements compared to the variable rate bonds resulted in the following net cash inflows (outflows):

| | 2003 Series | 2005 Series | 2008 Series | Total |
|--------------|------------------------|-----------------------|-----------------------|------------------------|
| FY 2003 | \$ 18,664 | \$ - | \$ - | \$ 18,664 |
| FY 2004 | 74,400 | - | - | 74,400 |
| FY 2005 | 67,609 | 1,827 | - | 69,436 |
| FY 2006 | 69,018 | 97,163 | - | 166,181 |
| FY 2007 | 101,643 | 82,950 | - | 184,593 |
| FY 2008 | 161,325 | (2,434,950) | 61,270 | (2,212,355) |
| FY 2009 | (8,421,180) | - | (487,400) | (8,908,580) |
| FY 2010 | (506,773) | - | (165,018) | (671,791) |
| FY 2011 | (1,115,769) | - | (263,904) | (1,379,673) |
| FY 2012 | (1,742,406) | - | (242,174) | (1,984,580) |
| FY 2013 | (6,639) | - | (35,814) | (42,453) |
| FY 2014 | - | 176 | 26,148 | 26,324 |
| FY 2015 | - | - | 11,919 | 11,919 |
| FY 2016 | - | - | 939 | 939 |
| FY 2017 | - | - | - | - |
| FY 2018 | - | - | - | - |
| Total | \$ (11,300,108) | \$ (2,252,834) | \$ (1,094,034) | \$ (14,646,976) |

Debt Service Reserve Requirements – CFX has purchased surety policies from bond insurers for all outstanding bonds, except for the 2008B, 2010A, 2010C, and 2012A Bonds. Bond covenants do not require minimum ratings for providers of surety policies. For the Series 2010A and 2010C Bonds, the debt service reserve is cash funded with proceeds from the bond issuance. For the Series 2016A Bonds, the debt service reserve is funded with a surety policy.

Defeased Bonds – During 1998, CFX defeased the Series 1988 Bonds by placing the proceeds of the unused portion of the 1998 Bonds and a portion of the 1998 Bonds in an irrevocable escrow account to provide for all future debt service payments. The purpose of this defeasance was to provide additional financing flexibility, while maintaining CFX's targeted debt service ratio. As a result, the trust account assets and the liability for the defeased bonds are not included in CFX's balance sheets. The balance of defeased bonds outstanding for the 1988 Bonds was \$23,140,000 and \$44,640,000 on June 30, 2018 and 2017, respectively.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

CFX maintained that it had retained the call rights on the 1988 Series Bonds. In 2004, CFX filed a declaratory action in the Ninth Judicial Circuit Court to determine CFX's rights with respect to the call rights on the 1988 Series Bonds. The business court entered an order granting summary judgment in favor of Emmet & Co., Inc., finding that CFX had not reserved its optional redemption rights with respect to the 1988 Series Bonds. This decision was upheld by the appellate Court in October 2007.

On April 26, 2016 CFX utilized proceeds from the issuance of the Series 2016A Refunding Bonds to fund an escrow to provide the for the payment of principal and interest on the refunded portion of the Series 2007A Bonds as of the call date of July 1, 2017.

On November 2, 2016 CFX utilized proceeds from the issuance of the Series 2016B Refunding Bonds to fund an escrow to provide the for the payment of principal and interest on the refunded portion of the Series 2007A, 2010A, 2010B and 2010C Bonds as of the call date of July 1, 2017.

On December 28, 2017 CFX utilized proceeds from the issuance of the Series 2017 Refunding Bonds to fund an escrow to provide the for the payment of principal and interest on the refunded Series 2007A, 2010A, and 2010C Bonds and a portion of the 2010B Bonds as of the call date of July 1, 2018.

Principal maturities on those defeased bonds, based on July 1 payments each year, are as follows (in thousands):

| Year Ending June 30, | 1988 Bonds | 2007A Bonds | 2010A Bonds | 2010B Bonds | 2010C Bonds | Total |
|---------------------------------|-------------------|------------------------|------------------------|------------------------|------------------------|-------------------|
| 2019 | \$ 23,140 | \$ - | \$ - | \$ - | \$ - | \$ 23,140 |
| 2020 | - | - | 120,760 | 30,095 | 12,905 | 163,760 |
| 2021 | - | 185,885 | 213,805 | 59,870 | 270,705 | 730,265 |
| | <u>\$ 23,140</u> | <u>\$185,885</u> | <u>\$ 334,565</u> | <u>\$ 89,965</u> | <u>\$ 283,610</u> | <u>\$ 917,165</u> |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 5 - Long-Term Debt (Continued)

Due to Governmental Agencies

Due to governmental agencies consists of the following (in thousands):

| | June 30, 2017 | Additions | Deletions | June 30, 2018 |
|--|---------------|-----------|-------------|---------------|
| Advances from FDOT for construction, operations and maintenance of certain plazas and roadways | \$ 1,674 | \$ 1,377 | \$ (1,674) | \$ 1,377 |
| Loans and advances for specific projects | 6,725 | - | (1,331) | 5,394 |
| Toll revenue due to other state agencies | 3,081 | 90,029 | (85,834) | 7,276 |
| | 11,480 | 91,406 | (88,839) | 14,047 |
| Less current portion | (6,086) | (8,914) | 6,086 | (8,914) |
| Due to other governments, net of current portion | \$ 5,394 | \$ 82,492 | \$ (82,753) | \$ 5,133 |

The following is a schedule by years of the minimum future payments on the amounts due to governmental agencies (all amounts in thousands):

| Year Ending June 30, | Amount |
|-------------------------|------------------|
| 2019 | \$ 8,914 |
| 2019 | - |
| 2020 | - |
| 2021 | - |
| 2023 | - |
| Thereafter | 5,133 |
| | <u>\$ 14,047</u> |

Amounts included in "thereafter" are payable based on future events, as described below:

Included in the Loans and Advances for specific projects is \$5,133,000 for advances from the Greater Orlando Aviation Authority, the City of Orlando and Orange County for the extension of Goldenrod Road. The extension is a non-System project, and revenues from this project are utilized solely to pay expenses for the extension and to reimburse the funding partners, including CFX, for their original contribution to the project.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 6 - Leases

Operating Leases - CFX leases excess capacity of the Fiber Optic Network (FON) to Sprint Communications Company L.P. The original historic cost of this FON of \$19,172,000 is not depreciated because its expected life exceeds 100 years. This is a ten-year lease with three five-year renewal options. The annual rate of \$464,640, adjusted annually by the local Consumer Price Index, is presented as miscellaneous nonoperating revenues. If CFX terminates this agreement because of licensee's (Sprint's) default, the licensee shall pay CFX, as liquidated damages, an amount equal to the minimum total fees and charges for the remaining agreement term. There is no termination clause for the licensee except by default of CFX. The second five-year renewal was executed at the end of fiscal year 2016. The minimum future rentals for the remaining three fiscal years are \$464,640 per year for two years and \$425,920 for the third year, for a total of \$1,355,200.

CFX leases a building located at 525 South Magnolia Ave., Orlando, FL to Women's Care Florida LLC. The assessed value of the building is \$3,100,000. The tenant has provided a 360-day notice for termination on June 22, 2018. CFX will receive \$307,763 for fiscal year 2019.

Note 7 - Commitments and Contingencies

Commitments - Outstanding construction and other significant commitments for improvements, maintenance and operation of the System totaled approximately \$452,081,000 at June 30, 2018.

Pending Litigation - Various lawsuits and claims arising in the ordinary course of CFX's operations are pending against CFX.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 8 - Retirement Plans

Plan Descriptions

Florida Retirement System (FRS) Pension Plan - Most employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, defined-benefit retirement plan, or defined-contribution retirement plan, administered by the Florida Department of Administration, Division of Retirement. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the state of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Employees are classified in either the regular service class or the senior management service class ("SMSC"). The SMSC is for members who fill senior-level management positions. Employees classified as SMSC may opt out of participation in the FRS. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida Legislature.

Retiree Health Insurance Subsidy (HIS) Program – Employees of CFX also participate in the Retiree Health Insurance Subsidy (HIS) Program, which is a cost-sharing, multiple-employer defined-benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Public Employee Optional Retirement Program - Employees may participate in the Public Employee Optional Retirement Program (the "Investment Plan"), a defined-contribution retirement program, in lieu of participation in the defined-benefit retirement plan ("Pension Plan"). If the Investment Plan is elected, active membership in the defined-benefit retirement plan is terminated. Eligible members of the Investment Plan are vested at one year of service and receive a contribution for self-direction in an investment product with a third-party administrator selected by the State Board of Administration. The contribution rates for both fiscal 2018 and 2017 were 6.3% for regular class and 7.67% for senior management class.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 8 - Retirement Plans (Continued)

Benefits Provided – For employees in FRS, benefits are computed on the basis of age, average final compensation and service credit. Regular class and senior management class employees who were enrolled in the FRS prior to July 1, 2011 and retire at or after age 62 with at least six years of credited service, or 30 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, based on their final average compensation of their five highest fiscal years of pay for each year of credited service. Employees enrolled on or after July 1, 2011 and who retire at or after age 65 with at least eight years of credited service, or 33 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, as explained above based on their eight highest fiscal years of pay. Using their date of enrollment as a basis, vested employees with less than the minimum years of service may retire before the minimum age and receive reduced retirement benefits. A post-retirement health insurance subsidy is also provided to eligible retired employees through the FRS defined benefit, in accordance with Florida Statutes.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program (“DROP”). This program allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Contributions - Starting on July 1, 2011, Chapter 2011-68 of the Laws of Florida required members of the FRS not enrolled in DROP to contribute 3% of their salary to their retirement. Governmental employers are required to make contributions to the FRS based on statewide contribution rates. The fiscal year 2018 contribution rate applied to regular employee salaries was 7.92%, including 1.66% for a post-retirement health insurance subsidy (“HIS”). The fiscal year 2017 contribution rate was 7.52%, which included 1.66% for HIS. The fiscal year 2018 contribution rate applied to senior management salaries was 22.71%, including 1.66% HIS. The fiscal year 2017 contribution rate was 21.77%, which included 1.66% for HIS. The fiscal year 2018 contribution rate applied to the salaries of the employees in DROP was 13.26%, including 1.66% for HIS. The fiscal year 2017 contribution rate was 12.99%, which included 1.66% for HIS.

CFX’s actual contributions to the FRS for the fiscal years ended June 30, 2018 and 2017 were \$790,000 and \$710,000, respectively. Employee contributions were \$195,000 and \$177,000 for the fiscal years ended June 30, 2018 and 2017, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

CFX reported a liability of \$7,979,000 and \$6,830,000, at June 30, 2018 and 2017, respectively, for its proportionate share of the net pension liability of FRS and HIS. The net pension liability as of June 30, 2018 and 2017 was measured as of June 30, 2017 and 2016, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. CFX’s proportion of the net pension liability was based on CFX’s historical employer contributions to the pension plans for fiscal year 2016 and 2017 relative to the historical contributions of all participating employers. At June 30, 2017, CFX’s proportion was 0.0201% and 0.0189% for FRS and HIS, respectively, which was an increase of 0.001% and an increase of 0.0016% from its respective proportion measured as of June 30, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 8 - Retirement Plans (Continued)

At June 30, 2016, CFX's proportion was 0.0191% and 0.0173% for FRS and HIS, respectively, which was an increase of 0.0017% and a decrease of 0.0016% from its respective proportion measured as of June 30, 2015.

For the year ended June 30, 2018, CFX recognized pension expense of \$1,278,000 and \$200,000, for FRS and HIS, respectively. For the year ended June 30, 2017, CFX recognized pension expense of \$993,000 and \$192,000, for FRS and HIS, respectively.

At June 30, 2018 and June 30, 2017, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

| | As of June 30, 2018 | |
|---|---|--|
| | Deferred Outflows of Resources | Deferred Inflows of Resources |
| Differences between expected and actual experience | \$ 547 | \$ 37 |
| Changes of assumptions | 2,286 | 175 |
| Differences between projected and actual earnings on pension plan investments | 1 | 148 |
| Changes in proportion | 1,127 | 10 |
| CFX contributions subsequent to the measurement date | 694 | - |
| Total | \$ 4,655 | \$ 370 |

| | As of June 30, 2017 | |
|---|---|--|
| | Deferred Outflows of Resources | Deferred Inflows of Resources |
| Differences between expected and actual experience | \$ 368 | \$ 49 |
| Changes of assumptions | 608 | - |
| Differences between projected and actual earnings on pension plan investments | 1,245 | 0 |
| Changes in proportion | 1,138 | 13 |
| CFX contributions subsequent to the measurement date | 624 | - |
| Total | \$ 3,984 | \$ 63 |

\$694,000 and \$624,000 reported as deferred outflows of resources related to pensions resulting from CFX contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2019 and June 30, 2018 respectively.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 8 - Retirement Plans (Continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows (in thousands):

| Years Ending June 30: | Amount |
|--------------------------|--------|
| 2019 | \$ 710 |
| 2020 | 710 |
| 2021 | 583 |
| 2022 | 502 |
| 2023 | 463 |
| Thereafter | 623 |

Actuarial Assumptions – The actuarial assumptions that determined the total pension liability as of June 30, 2018 and June 30, 2017, were based on the results of an actuarial experience study for the period July 1, 2008 – June 30, 2013.

| | | |
|---------------------------------------|--|--|
| Valuation date | July 1, 2016 | July 1, 2017 |
| Measurement date | June 30, 2016 | June 30, 2017 |
| Inflation | 2.60% | 2.60% |
| Salary increases, including inflation | 3.25% | 3.25% |
| Mortality | Generational RP-2000 with Projection Scale BB | Generational RP-2000 with Projection Scale BB |
| Actuarial Cost Method | Individual Entry Age | Individual Entry Age |

The long-term expected rate of return, net of investment expense on pension plan investments was 7.10% and 7.60% as of June 30, 2017 and June 30, 2016 respectively. This rate was determined using a forward-looking capital market economic model. The table below shows the assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The expected real rate of return is presented in arithmetic means.

| Asset Class | Target Allocation | Annual Arithmetic Return |
|------------------------|----------------------|--------------------------------|
| Cash | 1% | 3.0% |
| Fixed Income | 18% | 4.5% |
| Global equity | 53% | 7.8% |
| Real Estate (property) | 10% | 6.6% |
| Private equity | 6% | 11.5% |
| Strategic investments | 12% | 6.1% |
| Total | <u>100.00%</u> | |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 8 - Retirement Plans (Continued)

Discount Rate – The discount rate used to measure the total pension liability was 7.10% and 7.60% for FRS for June 30, 2017 and June 30, 2016 respectively. The discount rate used to measure the total pension liability was 3.58% and 2.85% for HIS as of June 30, 2017 and June 30, 2016 respectively. For FRS, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

Sensitivity of CFX's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents CFX's proportionate share of the net pension liability calculated using the discount rate of 7.10% and 7.60% for FRS for June 30, 2017 and June 30, 2016 respectively. The discount rate of 3.58% and 2.85% was used for HIS for June 30, 2017 and June 30, 2016 respectively. The following also presents what CFX's proportionate share of the net pension liability would be at June 30, 2018 and 2017 if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the respective current rate:

| As of June 30, 2018 | | | |
|---|----------------------|-----------------------------------|----------------------|
| FRS | | | |
| | 1% Decrease 6.1% | Current Discount Rate 7.1% | 1% Increase 8.1% |
| CFX's proportionate share of the net pension liability (asset) | \$ 10,783,597 | \$ 5,957,987 | \$ 1,951,626 |
| HIS | | | |
| | 1% Decrease 2.58% | Current Discount Rate 3.58% | 1% Increase 4.58% |
| CFX's proportionate share of the net pension liability (asset) | \$ 2,305,742 | \$ 2,020,574 | \$ 1,783,044 |
| As of June 30, 2017 | | | |
| FRS | | | |
| | 1% Decrease 6.6% | Current Discount Rate 7.6% | 1% Increase 8.6% |
| CFX's proportionate share of the net pension liability (asset) | \$ 8,860,120 | \$ 4,812,490 | \$ 1,443,373 |
| HIS | | | |
| | 1% Decrease 1.85% | Current Discount Rate 2.85% | 1% Increase 3.85% |
| CFX's proportionate share of the net pension liability (asset) | \$ 2,314,782 | \$ 2,017,719 | \$ 1,771,173 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 8 - Retirement Plans (Continued)

Change in Net Pension Liability - The following is a summary of changes in net pension liability (in thousands):

| | June 30, 2017 | Additions | Deletions | June 30, 2018 | Due Within One year |
|-----------------------|---------------|-----------|-----------|---------------|------------------------|
| Net pension liability | \$ 6,830 | \$ 5,489 | \$ 4,340 | \$ 7,979 | \$ - |

| | June 30, 2016 | Additions | Deletions | June 30, 2017 | Due Within One year |
|-----------------------|---------------|-----------|-----------|---------------|------------------------|
| Net pension liability | \$ 3,852 | \$ 3,532 | \$ 554 | \$ 6,830 | \$ - |

Pension Plan Fiduciary Net Position – Detailed information about FRS and HIS fiduciary net position is available in the separately issued FRS financial report. The latest available report may be obtained by writing to the Department of Management Services, Office of the Secretary, 4050 Esplanade Way, Tallahassee, FL 32399-0950 or from the website:
http://www.dms.myflorida.com/workforce_operations/retirement/publications

Note 9 - Risk Management

CFX is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which CFX purchases commercial insurance.

No settlements have exceeded coverage levels in place during 2016, 2017 and 2018.

CFX is covered by the State of Florida's State Group Insurance program, a risk management pool to which risk is transferred in exchange for annual premium payments.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2018 and 2017

Note 10 - Subsequent Events

On July 30, 2018 CFX opened a \$125,000,000 line of credit with Bank of America and drew down \$75,000,000 to pay current liabilities.

On July 30, 2018 CFX restructured the credit facility associated with the 2008B2 bonds. These bonds have an original par value of \$117,865,000 and a maturity date of July 1, 2040. The restructure keeps the credit cost the same and has a 5-year expiration.

On September 17, 2018 CFX received a federal loan of \$193,695,000 in relation to the Transportation Infrastructure Finance and Innovation Act (TIFIA) program. The TIFIA loan was awarded to CFX in 2015 to cover qualified expenses on the Wekiva Parkway. At that time CFX took out a 2015 Bond Anticipation Notice (BAN) to begin the work, with a maturity date of January 1, 2019. On October 19, 2018 CFX paid \$194,639,263 satisfying all outstanding debt associated with the 2015 BAN.

On October 15, 2018 CFX restructured the credit facility associated with the 2008B3 bonds, these bonds have an original par value of \$149,060,000 and a maturity date of July 1, 2040. The restructure lowers the credit cost by 7.5 basis points and has a 3-year expiration.

REQUIRED SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Trend Data on Infrastructure Condition

CFX elected to use the modified approach to account for maintenance of its infrastructure assets starting in fiscal year 1997. The FDOT annually inspects CFX's roadways. The FDOT utilizes the Maintenance Rating Program (the "MRP") to assess the condition of the System. Copies of the MRP manual may be obtained from the State Maintenance Office, 605 Suwannee Street, Mail Station 52, Tallahassee, FL 32399-0450. The MRP manual provides a uniform evaluation system for maintenance features of the State Highway System. The roadways are rated on a 100-point scale, with 100 meaning that every aspect of the roadway is in new and perfect condition. CFX's System, as a whole, is given an overall rating, indicating the average condition of all roadways operated by CFX. The assessment of condition is made by visual and mechanical tests designed to reveal any condition that would reduce highway-user benefits below the maximum level of service. CFX's policy is to maintain the roadway condition at a MRP rating of 80 or better. The results of the last three completed inspections are as follows:

| Evaluation Period | |
|--------------------------|---------------|
| Fiscal Year | Rating |
| 2018 | 92% |
| 2017 | 89% |
| 2016 | 89% |

The budget-to-actual expenditures for preservation for the past five years are as follows:

| Fiscal Year | Budget | Actual |
|--------------------|-----------------------|---------------|
| | <i>(in thousands)</i> | |
| 2018 | \$ 31,850 | \$ 33,837 |
| 2017 | 38,487 | 22,447 |
| 2016 | 42,406 | 15,964 |
| 2015 | 26,085 | 3,975 |
| 2014 | 2,998 | 468 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX's Proportionate Share of the Net Pension Liability

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

| CFX Fiscal Year Ending June 30, | Plan Sponsor Measurement Date June 30, | CFX's Proportion of the FRS Net Pension Liability | CFX's Proportionate Share of the FRS Net Pension Liability | CFX's Covered Payroll | CFX's Proportionate Share of the FRS Net Pension Liability as a Percentage of Covered Payroll | FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability |
|---------------------------------------|---|---|--|-----------------------------|---|---|
| 2018 | 2017 | 0.0201% | \$ 5,958 | \$ 4,093 | 145.57% | 83.89% |
| 2017 | 2016 | 0.0191% | 4,812 | 3,746 | 128.46% | 84.88% |
| 2016 | 2015 | 0.0174% | 2,249 | 3,212 | 70.02% | 92.00% |
| 2015 | 2014 | 0.0157% | 959 | 2,987 | 32.11% | 96.09% |
| 2014 | 2013 | 0.0091% | 1,566 | 2,985 | 52.46% | 88.54% |

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

| CFX Fiscal Year Ending June 30, | Plan Sponsor Measurement Date June 30, | CFX's Proportion of the HIS Net Pension Liability | CFX's Proportionate Share of the HIS Net Pension Liability | CFX's Covered Payroll | CFX's Proportionate Share of the HIS Net Pension Liability as a Percentage of Covered Payroll | HIS Plan Fiduciary Net Position as a Percentage of Total Pension Liability |
|---------------------------------------|---|---|--|-----------------------------|---|---|
| 2018 | 2017 | 0.0189% | \$ 2,021 | \$ 6,023 | 33.55% | 1.64% |
| 2017 | 2016 | 0.0173% | 2,018 | 5,345 | 37.75% | 0.97% |
| 2016 | 2015 | 0.0157% | 1,603 | 4,769 | 33.61% | 0.50% |
| 2015 | 2014 | 0.0152% | 1,418 | 4,507 | 31.46% | 0.99% |
| 2014 | 2013 | 0.0154% | 1,343 | 4,482 | 29.96% | 1.78% |

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX Contributions

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

| Fiscal Year Ending June 30, | FRS Contributions in Relation to the | | FRS Contribution Deficiency (Excess) | CFX's Covered Payroll | FRS Contributions as a Percentage of Covered Payroll |
|-----------------------------------|--|---|--|-----------------------------|--|
| | Contractually Required Contribution | Contractually Required Contribution | | | |
| 2018 | \$ 585 | \$ 585 | \$ - | \$ 4,250 | 13.76% |
| 2017 | 524 | 524 | - | 4,093 | 12.80% |
| 2016 | 465 | 465 | - | 3,746 | 12.41% |
| 2015 | 424 | 424 | - | 3,212 | 13.20% |
| 2014 | 344 | 344 | - | 2,987 | 11.52% |

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

| Fiscal Year Ending June 30, | HIS Contributions in Relation to the | | HIS Contribution Deficiency (Excess) | CFX's Covered Payroll | HIS Contributions as a Percentage of Covered Payroll |
|-----------------------------------|--|---|--|-----------------------------|--|
| | Contractually Required Contribution | Contractually Required Contribution | | | |
| 2018 | \$ 109 | \$ 109 | \$ - | \$ 6,585 | 1.66% |
| 2017 | 100 | 100 | - | 6,023 | 1.66% |
| 2016 | 89 | 89 | - | 5,345 | 1.67% |
| 2015 | 60 | 60 | - | 4,769 | 1.26% |
| 2014 | 52 | 52 | - | 4,507 | 1.15% |

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

OTHER SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents

| | | Years Ended June 30, | |
|--|--|----------------------|------------|
| | | 2018 | 2017 |
| | | (in thousands) | |
| Schedule 1 | | | |
| Revenues: | | | |
| Tolls | | \$ 441,768 | \$ 423,748 |
| Fees collected via PBPs and UTCs | | 7,728 | 7,475 |
| Transponder sales | | 297 | 236 |
| Other operating | | 1,631 | 1,486 |
| Interest | | 3,642 | 4,954 |
| Miscellaneous | | 1,011 | 997 |
| Total revenues | | 456,077 | 438,896 |
| Expenses: | | | |
| Operations | | 53,373 | 46,371 |
| Maintenance | | 17,606 | 15,118 |
| Administration | | 7,743 | 7,090 |
| Other operating | | 2,248 | 3,108 |
| Total expenses | | 80,970 | 71,687 |
| Add deposits into OMA reserve | | 735 | 1,073 |
| Less advances allowable for operations and maintenance expenses received from FDOT | | (6,930) | (6,694) |
| Net expenses | | 74,775 | 66,066 |
| Net revenues, as defined, inclusive of advances received from the FDOT | | \$ 381,302 | \$ 372,830 |
| Senior lien debt service payments | | \$ 164,563 | \$ 165,163 |
| Senior lien debt service ratio of net revenues to debt service payments | | 2.32 | 2.26 |
| Subordinate Payments | | | |
| SIB Loan Payment | | \$ 1,075 | \$ 1,031 |
| FDOT Lease Purchase Agreement Payment* | | - | 20,000 |
| SunTrust Bank Loan Payment | | 6,851 | 6,645 |
| Total Subordinate Payments | | \$ 7,926 | \$ 27,676 |
| Subordinate Debt Service Ratio** | | 2.21 | 1.93 |

*Mandatory payment of \$20,000,000 was due to the Florida Department of Transportation. CFX exercised its discretionary authority to prepay the outstanding balance of its long term indebtedness owed to the department in the amount of \$150,870,102 in fiscal year 2017.

**These calculations are done according to the Master Subordinate Lien Resolution.

Note: Revenues and expenses are presented on this schedule on the accrual basis in accordance with accounting principles generally accepted in the United States of America. Certain amounts included on the statement of revenues, expenses, and changes in net position are not part of net revenues, as defined, and are, therefore, excluded from this schedule.

**REPORTS ON COMPLIANCE
AND INTERNAL CONTROL**



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority (CFX) as of and for the year ended June 30, 2018, and have issued our report thereon dated October 30, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered CFX's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFX's internal control. Accordingly, we do not express an opinion on the effectiveness of CFX's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Members of the
Central Florida Expressway Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether CFX's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General*, we reported certain matters to management in a separate management letter and Independent Accountant's Report dated October 30, 2018.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CFX's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Moore Stephens Lovelace, P.A.".

MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 30, 2018



**INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH BOND COVENANTS**

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority (CFX) as of and for the year ended June 30, 2018, and have issued our report thereon dated October 30, 2018.

Other Matter

In connection with our audit, nothing came to our attention that caused us to believe that CFX failed to comply with the terms, covenants, provisions, or conditions of Sections 5.2, 5.5 to 5.7, 5.9, 5.10, 5.12, and 5.17, inclusive of the Amended and Restated Master Bond Resolution dated February 3, 2003, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding CFX's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Amended and Restated Master Bond Resolution, insofar as they relate to accounting matters.

Restricted Use Relating to the Other Matter

This communication related to compliance with the aforementioned Amended and Restated Master Bond Resolution report is intended solely for the information and use of CFX members, management, and the bondholders and is not intended to be, and should not be, used by anyone other than these specified parties.

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 30, 2018



INDEPENDENT ACCOUNTANT'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have examined the compliance of the Central Florida Expressway Authority (CFX) with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended June 30, 2018. Management is responsible for CFX's compliance with those requirements. Our responsibility is to express an opinion on CFX's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about CFX's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on CFX's compliance with specified requirements.

In our opinion, CFX complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2018.

A handwritten signature in blue ink that reads "Moore Stephens Lovelace, P.A.".

MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 30, 2018



MANAGEMENT LETTER

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of Central Florida Expressway Authority (CFX) as of and for the fiscal year ended June 30, 2018, and have issued our report thereon dated October 30, 2018.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America, and Chapter 10.550, *Rules of the Auditor General*.

Other Reports

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Governmental Auditing Standards*; Independent Auditor's Report on Compliance with Bond Covenants; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated October 30, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not CFX has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that CFX did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Members of the
Central Florida Expressway Authority

Financial Condition (Continued)

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for CFX. It is management's responsibility to monitor CFX's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.d., *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. There were no special district component units that were required to provide financial information to CFX for the fiscal year ended June 30, 2018.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the members of CFX's Board, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.



MOORE STEPHENS LOVELACE, P.A.

Certified Public Accountants

Orlando, Florida
October 30, 2018

F. 2.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



ROAD RANGER SAFETY SERVICE PATROL

Brad Osterhaus; Sr. Roadway Inspector
CFX Road Ranger Manager

— November 8, 2018 —

Road Ranger Safety Service Patrol

- 6 TRUCKS
- 6 A.M. – 8 P.M.
- 7 DAYS A WEEK – 365 DAYS/ YEAR

SEPTEMBER 2018 ASSISTS = 4,240

- CAR SERVICE = 2,751
- NO ASSISTANCE = 995
- TIRE CHANGES = 268
- GASOLINE = 178
- JUMP START = 42
- CALL WRECKER = 6



Road Ranger Safety Service Patrol

- Outstanding Customer Service
- Invaluable Asset
- Free Service
- Comment Cards



About Your Experience

Date: 9/25/18 Time: 6:05 ☐ am ☐ pm Location: Alma/417

Comments: He was a savior. The technician was finishing up his route and still helped me! I am so appreciative. Very helpful & professional

EXPOSE ADHESIVE

About Your Experience Donna 417/12/18

Date: 09/17/18 Time: 11:54 ☐ am ☐ pm Location: 429 Southbound off Cbrcona Ocoe

Comments: Of all police authorities that passed, you were the 1st to stop & help me. I have a 2mon. baby w/me & I really appreciate the assistance

Road Ranger Safety Service Patrol

Request for Proposals

- Advertised September 2, 2018
- 4 responses received
- Anticipated Notice To Proceed January 2019
- Five year contract with one five year renewal




Recommended Motion

Approval of contract award for Road Ranger Safety Service Patrol to AutoBase, Inc. in the amount of \$6,295,550.00.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2018

SUBJECT: Approval of Contract Award for Road Ranger Safety Service Patrol to
AutoBase, Inc.
Contract No. 001437

Request for Proposals (RFP) from qualified firms to provide Road Ranger Safety Service Patrol for CFX was advertised on September 2, 2018. Responses were received from four (4) firms by the deadline. Those firms were Advanced Cabling Solutions, AutoBase, Inc., DBi Services and Menzel Enterprises, Inc.

The Evaluation Committee met on October 22, 2018 to score the technical proposals. The combined scores for the technical proposals and fee proposals as submitted by each firm were calculated and the result is shown below:

| <u>Ranking</u> | <u>Firm</u> | <u>Total Points</u> |
|----------------|----------------------------|---------------------|
| 1 | AutoBase, Inc. | 96.25 |
| 2 | DBi Services | 93.64 |
| 3 | Menzel Enterprises, Inc. | 78.18 |
| 4 | Advanced Cabling Solutions | 63.47 |

Board award of the contract to AutoBase, Inc. in the amount of \$6,295,550.00 for a five (5) year term with one five-year renewal is requested.

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance

RFP-001437 Committee Meeting October 22, 2018 Minutes

Evaluation Committee for **Road Ranger Service Patrol; RFP-001437**, held a duly noticed meeting on Monday, October 22, 2018, commencing at 9:00 a.m. in the Sandpiper Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Don Budnovich, Director of Maintenance
Brad Osterhaus, Sr. Roadway Inspector
Glenn Pressimone, Director of Engineering
Bryan Homayouni, Manager of Traffic Operations

Other Attendees:

Aneth Williams, CFX Director of Procurement
Matthew Lewis, Sr. Roadway Inspector
Joseph Berenis, Chief of Infrastructure
Dan Herman, Menzel Enterprises, Inc.
Barry Harmon, DBi Services
Jennifer Perry, PE, DBi Services

Discussion and Motions:

Aneth commenced the meeting with introductions, and explained that today's meeting was to evaluate the proposals, open the price proposals, finalize the evaluation, and make a recommendation to be presented to the Board.

Evaluation Portion:

The committee members individually scored the Proposals and submitted them for tallying. Aneth tallied the score sheets utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Below are the results:

| <u>Proposer</u> | <u>Total Raw Points</u> | <u>Average Points</u> |
|----------------------------|-------------------------|-----------------------|
| Advanced Cabling Solutions | 101 | 25.25 |
| AutoBase, Inc. | 145 | 36.25 |
| DBI Services | 153 | 38.25 |
| Menzel Enterprises, Inc. | 127 | 31.75 |

Pricing

Upon completion of the evaluation of the technical portion, Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

| <u>Proposer</u> | <u>Total Price</u> | <u>Points</u> |
|----------------------------|--------------------|---------------|
| Advanced Cabling Solutions | \$9,884,262 | 38.22 |
| AutoBase, Inc. | \$6,295,550 | 60.00 |
| DBI Services | \$6,819,225 | 55.39 |
| Menzel Enterprises, Inc. | \$8,135,850 | 46.43 |

Total Points and Rankings

| <u>Proposer</u> | <u>Tech. Points</u> | <u>Pricing Points</u> | <u>Total Points</u> | <u>Ranking</u> |
|----------------------------|---------------------|-----------------------|---------------------|----------------|
| Advanced Cabling Solutions | 25.25 | 38.22 | 63.47 | 4 |
| AutoBase, Inc. | 36.25 | 60.00 | 96.25 | 1 |
| DBI Services | 38.25 | 55.39 | 93.64 | 2 |
| Menzel Enterprises, Inc. | 31.75 | 46.43 | 78.18 | 3 |

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

There being no further business to come before the Committee, the meeting was adjourned at 9:27 a.m. These minutes are considered to be the official minutes of the evaluation, opening of the Price Proposals by the Evaluation Committee at its meeting held Monday, October 22, 2018.

Submitted by: 
Aneth Williams, CFX Director of Procurement

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


Don Budnovich, Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

ROAD RANGER SAFETY SERVICE PATROL; CONTRACT NO. 001437

| EVALUATOR | Advanced Cabling Solutions | | AutoBase, Inc. | | DBI Services | | Menzel Enterprises, Inc. | | | |
|--------------------------|----------------------------|-------|----------------|-------|--------------|-------|--------------------------|-------|-----------|-------|
| | TECHNICAL | PRICE | TECHNICAL | PRICE | TECHNICAL | PRICE | TECHNICAL | PRICE | TECHNICAL | PRICE |
| Don Budnovich | 33 | | 37 | | 39 | | 31 | | | |
| Brad Osterhaus | 26 | | 40 | | 40 | | 35 | | | |
| Glenn Pressimone | 16 | | 31 | | 39 | | 26 | | | |
| Bryan Homayouni | 26 | | 37 | | 35 | | 35 | | | |
| | | | | | | | | | | |
| TOTAL | 101 | | 145 | | 153 | | 127 | | | |
| AVG. TECH. POINTS | 25.25 | | 36.25 | | 38.25 | | 31.75 | | | |

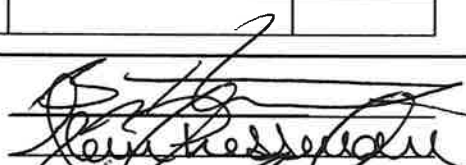



PRICE PROPOSAL SUMMARY

| PROPOSER | PROPOSAL AMOUNT | POINT VALUE |
|----------------------------|-----------------|-------------|
| Advanced Cabling Solutions | \$9,884,262.00 | 38.22 |
| AutoBase, Inc. | \$6,295,550.00 | 60.00 |
| DBI Services | \$ 6,819,225.00 | 55.39236497 |
| Menzel Enterprises, Inc. | \$8,135,850.00 | 46.43 |

POINT TOTALS AND FINAL RANKING

| PROPOSER | TECHNICAL POINTS | PRICE POINTS | TOTAL POINTS | FINAL RANKING |
|----------------------------|------------------|--------------|--------------|---------------|
| Advanced Cabling Solutions | 25.25 | 38.22 | 63.47 | 4 |
| AutoBase, Inc. | 36.25 | 60.00 | 96.25 | 1 |
| DBI Services | 38.25 | 55.39 | 93.64 | 2 |
| Menzel Enterprises, Inc. | 31.75 | 46.43 | 78.18 | 3 |

Committee Members:

 10/22/2018
 10/22/2018
 10/22/2018
 10/22/2018

CONTRACT

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

ROAD RANGER SAFETY PATROL SERVICE

CONTRACT NO. 001437

**CONTRACT DATE: NOVEMBER 8, 2018
CONTRACT AMOUNT: \$6,295,550.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, PRICE PROPOSAL, AND
FORM**

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CONTRACT
Contract No. 001437

This Contract is made this 8th day of November 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 AUTOBASE, INC., a New York corporation, registered and authorized to do business in the State of Florida, whose principal address is 326 Bayview Avenue, Amityville, NY 11701 hereinafter "the CONTRACTOR."

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Road Ranger Safety Service Patrol and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 05, 2018, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

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

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

1. SERVICES TO BE PROVIDED

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

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

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years 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 one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

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

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$6,295,550.00.

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

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the

event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. PUBLIC RECORDS

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

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

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

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

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

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

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the

Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

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

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

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

8. CONTRACTOR INSURANCE

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

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company.

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

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

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

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

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

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

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

8.6 Information Security/Cyber Liability Insurance: If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service,

introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

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

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the

certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

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

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

9. CONTRACTOR RESPONSIBILITY

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

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

10. INDEMNITY

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

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

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

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

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

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

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

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

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

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the

CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

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

12. PERMITS, LICENSES, ETC.

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

13. NONDISCRIMINATION

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

14. 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.

15. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are

employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. 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 further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to 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 CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

17. DISPUTES

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

18. OTHER SEVERABILITY

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

19. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21. APPLICABLE LAW; VENUE

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

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

22. 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.

23. INTERPRETATION

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

24. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

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; and

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

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

27. INSPECTOR GENERAL

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

28. E-VERIFY

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

29. APPROPRIATION OF FUNDS

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

30. 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: Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

Contract No. 001437

CONTRACTOR: AutoBase, Inc.
 326 Bayview Avenue
 Amityville, NY 11701
 ATTN: Donna LaBella
 President

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 8, 2018.

ACCEPTED AND AGREED TO BY:

AUTOBASE, INC.

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

32. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Print Name: _____

Date: _____

*Approved as to form and execution for the use and reliance by
CFX only.*

General Counsel for CFX

EXHIBIT A

ROAD RANGER SAFETY SERVICE PATROL SCOPE OF SERVICES

1.0 Description

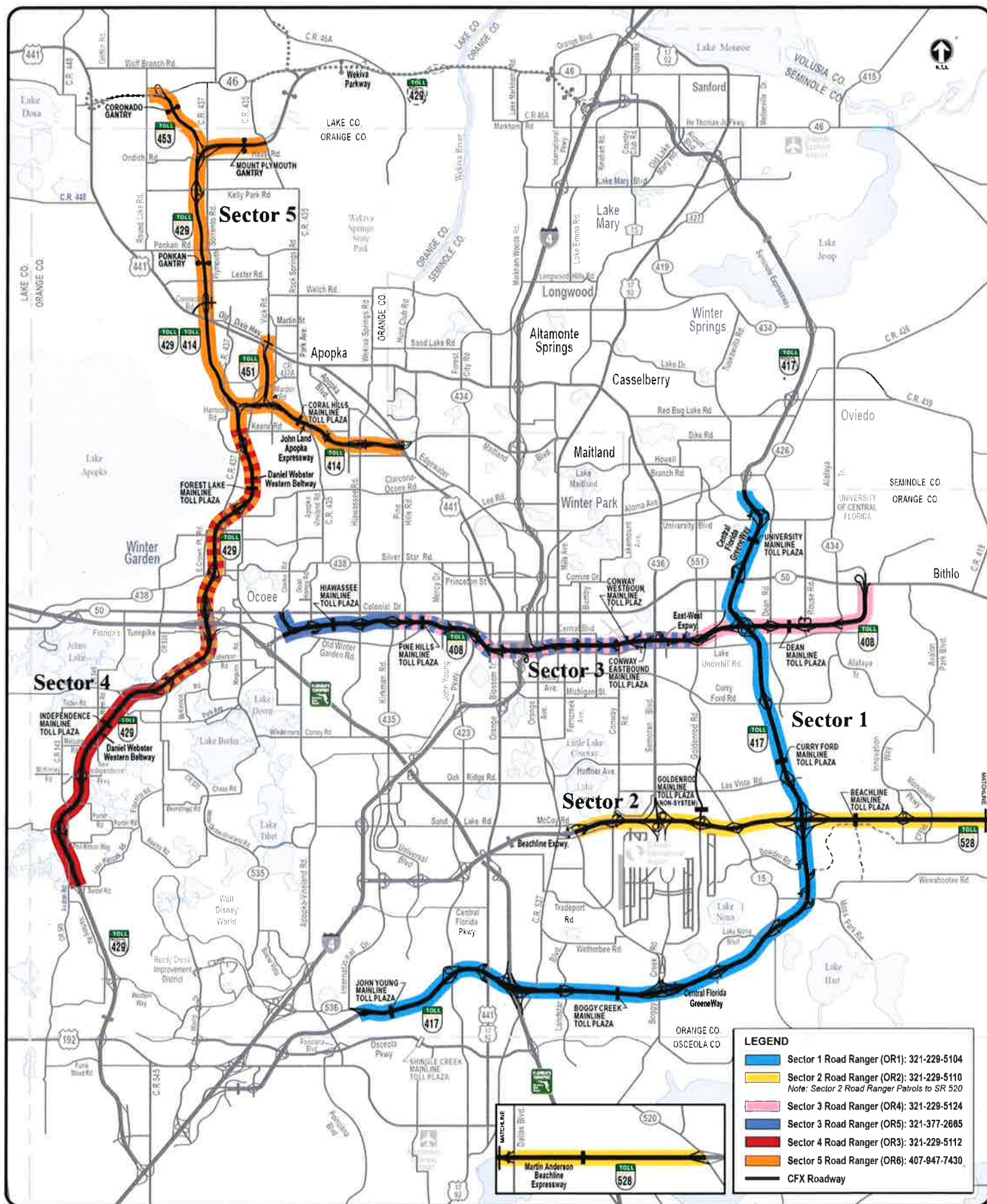
The Contractor shall provide a Road Ranger Safety Service Patrol to motorists stranded with disabled or damaged vehicles on the CFX operated portions of SR 408 (East-West Expressway), SR 417 (Central Florida GreeneWay) SR 528 (Beachline Expressway), SR 429 (Daniel Webster Western Beltway), SR 414 (John Land Apopka Expressway) SR 451, and SR 453 in Orange, and Lake Counties. This represents approximately 118 centerline miles of limited access tolled expressways Five (5) Patrol Sectors have been established. The sectors, as shown in Figure 1, are as follows:

| | |
|----------|--|
| Sector 1 | One vehicle shall patrol SR 417 from Aloma Avenue to International Drive |
| Sector 2 | One vehicle shall patrol SR 528 from Boggy Creek Road to SR 520. |
| Sector 3 | One vehicle shall patrol SR 408 from Florida's Turnpike to Goldenrod Road. A second vehicle shall patrol SR 408 from Kirkman Road to SR 50. |
| Sector 4 | One vehicle shall patrol SR 429 from Seidel Road to County Road 437A |
| Sector 5 | One vehicle shall patrol SR 429 from County Road 535 to Mount Plymouth Road. This vehicle shall also patrol SR 414 from US 441 to SR 451 and shall patrol SR 451 from SR 414 to US 441, and SR 453 from SR429 to SR46 (Lake County). |

The Contractor shall also retain a minimum of one (1) fully equipped spare vehicles identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a minimum of Seven (7) patrol vehicles.

2.0 Contractor Responsibilities

- 2.1 The Contractor shall provide Safety Service Patrol Vehicles (a.k.a. "Road Rangers") with qualified operators and a variety of motorist services and related activities during patrol of the sectors. If a motorist does not request a specific towing service or repair facility, the Safety Service Patrol Vehicle Operator shall contact the Florida Highway Patrol (FHP) and request that towing service be provided through the FHP towing service rotation system. In no event shall the Safety Service Patrol Vehicle Operator provide or recommend any towing, repair service or facility to the motorist. If the motorist requests the assistance of a motor club, the Safety Service Patrol Vehicle Operator shall provide a cellular telephone for use by the motorist. See Road Ranger Patrol Sector Map (Figure 2) next page.



2.2 General Requirements

2.2.1 Safety Service Patrol

The Contractor shall operate Safety Service Patrol Vehicles in the designated Patrol Sectors. These sectors may vary based on need. Safety Service Patrol Vehicles shall enter and exit the Patrol Sector at the nearest interchange or toll plaza. The Safety Service Patrol Vehicles shall continuously patrol their respective sectors in continuous loops. CFX will issue one (1) non-revenue E-PASS transponder for each sector vehicle. The transponder shall remain with the Safety Service Patrol Vehicle unless transfer to another vehicle is permitted by CFX. Transponders provided by CFX shall be used for business purposes only.

Off-duty Safety Service Patrol Vehicles shall be parked at a mainline toll plaza within the vehicle's designated sector. Toll costs to transport Safety Service Patrol Vehicle Operators to and from the mainline plazas in private vehicles shall be paid by the Contractor.

Safety Service Patrol Vehicles shall provide the required services in each Patrol Sector between the hours of 6:00 a.m. to 8:00 p.m., 7 days per week, 52 weeks per year. These periods may be changed, in writing, by CFX based on need. Such changes will not be accepted by CFX as the basis of any claim by the Contractor for an adjustment in the Contract unit price.

At any time during the term of the Contract, and any renewals, CFX reserves the right to adjust Patrol Sector locations to better accommodate demand for the service. CFX's Director of Maintenance or designated representative will advise the Contractor of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the Contractor is to provide service under the Contract.

2.2.2 Safety Service Patrol Vehicles shall not leave their designated patrol sectors except:

- A. For mechanical failure of the Safety Service Patrol Vehicle. In this instance a backup vehicle shall be put into service.
- B. To replenish fuel at the nearest facility not to exceed 2 miles from their designated patrol sector.
- C. In response to an order from law enforcement officer or fire department official or at the direction of the Director of Maintenance.

D. To assist other patrol sector vehicles in a motorist assistance call.

2.2.3 Safety Service Patrol Activities Near End of Patrol Shift

When a Safety Service Patrol Vehicle Operator receives a request for service or assistance near the end of the operator's shift from CFX, RTMC (Regional Traffic Management Center), a customer call, or a law enforcement officer, the operator shall respond. The required services shall be made prior to making a shift change.

2.2.4 Maintenance of Safety Service Patrol Vehicles

The vehicles shall be kept neat and clean and shall be maintained in conformance with the requirements of the Motor Vehicle Code and applicable Florida Statutes.

2.2.5 Inspection of Safety Service Patrol Vehicles by CFX

All Safety Service Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the CFX. Unsafe, poorly maintained vehicles, or improperly equipped vehicles, as determined by CFX, shall be removed from service and replaced at no cost to CFX. The Contractor shall immediately replace vehicle(s) removed from service.

2.2.6 Provision for Penalty or Cancellation Due to Non-Performance

If at any time a Safety Service Patrol Vehicle or Safety Service Patrol Vehicle Operator is unavailable for routine sector patrol, the Contractor shall be assessed a penalty of \$100.00 per hour for each hour service is not provided. Such penalty charges will be deducted from invoiced amounts otherwise due the Contractor.

The following list of infractions will be considered as non-compliance by the Contractor and an immediate reduction in payment will be made as listed below:

1. Truck not properly equipped - \$100.00 per occurrence/per shift.
2. No cellular telephone or inoperative telephone - \$100.00 per occurrence/per shift.
3. Sleeping or sitting idle on duty - \$1000.00 per occurrence.
4. Inoperative or partially functional AVL system - \$1000.00 per day.
5. Inoperative or partially functional Dynamic Message Sign (e.g., failed pixel board, inoperative handheld unit or controller, inoperative power tilt, CFX standard message library missing from controller) - \$100.00 per day per vehicle.
6. Failure to use a Dynamic Message Sign for maintenance of traffic - \$50.00 per occurrence.
7. Incomplete Motorist Aid Service Logs - \$50.00 per occurrence.

8. Improper uniforms - \$50.00 per occurrence/per shift.
9. Crossing of medians will not be tolerated- \$100.00 per operator's first occurrence. A repeat violation by an operator will result in removal of the operator from providing any services as part of this contract.
10. Vehicle not fully equipped as specified herein-\$100.00 per day per vehicle.
11. AVL and Event Manager shall be integrated into SunGuide and shall be utilized during all assists (see below). In cases when the AVL and Event Manager are disconnected from SunGuide for more than 1 hour- \$1000.00 per occurrence.

The reduction in payment as described will continue to be applied until the Contractor is in compliance with the terms and conditions of the Contract. It shall be the Contractor's responsibility to notify the Director of Maintenance when in compliance. Application of this non-compliance reduction in payment will not waive CFX's right to terminate the Contract in the interest of CFX.

2.3 Safety Service Patrol, Vehicle Equipment, Accessories, Parts and Communications Equipment Requirements

All equipment and materials provided by the Contractor in the performance of the services described herein shall remain the property of the Contractor upon completion of the Contract unless otherwise specifically identified in this Scope of Services.

2.3.1 Safety Service Patrol Vehicle Requirements

Each Safety Service Patrol Vehicle shall be a new model year 2018 full size heavy duty 2 ton long bed pickup capable of carrying the equipment specified in this Scope of Services. (Given the short lead time for implementation of this contract. The vendor may utilize used (2) ton pickup chassis in very good condition, for a period of up to 12 months from NTP.) Each vehicle shall also have an extended cab with seat belts for passengers on both the front and rear benches. After three years of service if the vehicles are in good condition as determined by CFX, the Contractor may request the vehicles continue to be used at a lower operating cost per vehicle hour proposed by the Contractor. The lower operating cost shall be consistent and applied to each vehicle even if the age of the vehicle does not exceed 3 years. The Contractor's request for continued use of the vehicles and the proposed lower operating cost shall be made in writing. CFX reserves the right at its sole discretion to approve or deny the request based on the vehicles condition and maintenance history of the vehicles.

Each Safety Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door: CFX- furnished logos (); "Road Ranger" painted in 2" black letters below the logo; and 2-inch-wide conspicuity tape markings (red/white strip) applied to the sides, rear bumper and tailgate as shown in figures 3 through 6. (The photos shown in figures 4 through 6 are current

vehicles and the only change is “Motorist Service Patrol” to Safety Service Patrol” on the new vehicles.)

The design of all markings, except for the CFX logo shall be submitted by the Contractor to CFX for review and approval prior to applying markings to the vehicles. All identification markings shall be maintained in a clean and readable condition throughout the term of the Contract and any renewals. Covering CFX logo or other identification marking is prohibited. The Contractor will be assessed a penalty of \$500 per occurrence for violating this requirement.

Figure 3



Figure 4



Figure 5



Prior to the initial patrol, the Contractor shall inspect each patrol vehicle and its associated equipment, accessories and parts to ensure the vehicles meet all specifications and requirements contained herein. The Contractor shall perform similar inspections throughout the term of the Contract and any renewals. Any deficiencies noted during these inspections shall be corrected immediately prior to service patrols. The Contractor shall fully document all inspections and provide copies to CFX on a monthly basis using forms approved by CFX.

The Contractor shall equip each Safety Service Patrol Vehicle with the following items:

- A. Towing straps rated at 3,000 pounds minimum.
- B. Rubber face push bumper.
- C. Spot light.
- D. Power outlets ("hot boxes" or equivalent), front and rear-mounted, with outlets compatible to 12 volt booster cables.
- E. Two (2) heavy duty, 850 CCA (Cold Cranking AMP) (Minimum) (Dual Battery Switch) Batteries located under the hood.
- F. Suitable cab lighting.
- G. Rear work lights.
- H. A roof mounted Halogen light bar using white and amber colors. Whelen Model #9004SL or CFX approved equivalent.

Dynamic Message Signs (DMS):

Each Safety Service Patrol Vehicle shall also be equipped with a fully programmable, full matrix, dynamic message sign (LED technology) that shall be operated within the cab of the patrol vehicle in slow moving (under 15 mph) or stationary conditions. The Contractor shall use the DMS to provide advisories and assist with maintenance of traffic as a means of improving safety on the expressway system.

CFX will furnish seven (7) dynamic messages signs. The Contractor shall be responsible for all maintenance costs incurred for all vehicle mounted DMS signs. Furthermore, the Contractor shall be responsible for having sufficient working vehicle mounted DMS boards and applicable replacement spare parts available

during all service hours. Monthly inspections shall be conducted by CFX or its designee to verify all vehicle mounted DMS boards are working properly and all replacement spare parts inventory is in stock.

The Contractor shall be responsible for the installation of all vehicle mounted DMS. The unit shall be mounted above the cab and roof mounted Halogen light bar and shall pivot into place from the horizontal to vertical position as needed. The Contractor shall also be responsible for the transfer of all vehicle mounted DMS to new vehicles, if applicable, during the term of the Contract and any renewals. At the closeout of the Contract, the Contractor shall: 1) demonstrate to CFX that all CFX-furnished vehicle mounted DMS are in complete working order; 2) remove the DMS from the patrol vehicles; and 3) deliver the DMS to an CFX-designated location in Orange County, Florida.

The Contractor shall be responsible for all maintenance costs for the vehicle mounted DMS and related components throughout the term of the Contract and any renewals. This includes both manufacturer recommended preventative maintenance as well as repairs. The Contractor shall inspect each sign monthly and provide an inspection report with each monthly invoice. This inspection is in addition to inspections conducted by CFX. The Contractor shall maintain an inventory of spare parts in order to minimize repair times. At the closeout of the Contract, the Contractor shall turn over any CFX- furnished vehicle mounted DMS spare parts to CFX.

At a minimum, the Contractor shall provide and maintain the following spare parts:

| Part Description | Qty |
|----------------------------|-----|
| Full Matrix LED Module | 3 |
| Control Board (CPU) | 1 |
| Handheld Keypad Controller | 1 |

The Contractor shall use only spare parts and repair procedures recommended and approved by the DMS manufacturer. Should the Contractor use non-approved parts or installation techniques that causes additional failures or damage to the equipment, the Contractor shall be responsible for all additional repair costs. Where significant damage may have resulted from the acts of the Contractor, the Contractor shall be responsible for the replacement cost of the dynamic message sign.

The Contractor shall coordinate with the CFX on the development of a standard message library to be programmed into the DMS controller. Additional messages may be added to the message library if approved in advance by an CFX

representative. The Contractor shall have a laptop with compatible Base Station DMS software available whenever maintenance activities or updates to the message library are performed. The Contractor shall also maintain a backup of the latest DMS message library sign configuration file at all times.

The Contractor shall be responsible for arranging for DMS training for all Safety Service Patrol Vehicle Operators at the beginning of the Contract term and whenever a new Safety Service Patrol Vehicle Operator is assigned. DMS training shall be provided by a certified DMS representative.

Automatic Vehicle Location (AVL) System:

The Contractor shall provide hardware, software, support, training, installation of equipment, and services that will be the basis of an Automatic Vehicle Location (AVL) system. The Contractor shall ensure there is an operational AVL monitoring system installed in each Safety Service Patrol Vehicle and shall be responsible for protecting all system components. Throughout the term of the Contract and any renewals, the Contractor shall be responsible for all costs associated with the maintenance of the AVL system including any equipment in use by CFX, Florida's Turnpike Enterprise, and the Florida Department of Transportation District Five for communication with the AVL system. The Contractor shall be responsible for all fees associated with the operation of this system.

The AVL system shall use Global Positioning System (GPS) technology to provide real-time location information for Safety Service Patrol Vehicles. The AVL system shall provide automatic tracking of Safety Service Patrol Vehicles that is accessible via a user friendly client interface using a standard web browser with an internet connection. The client interface shall provide a vehicle polling and tracking capability that will enable CFX to vary the polling cycle (maximum of once per minute) to ensure the accurate real time tracking of vehicles. The client interface shall be provided at the following locations:

- CFX Headquarters located at 4974 ORL Tower Rd, Orlando, FL 32807
- Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) located at 133 South Semoran Boulevard, Orlando, FL.
- Contractor's facility

The Contractor shall install all necessary equipment on each Safety Service Patrol Vehicle to facilitate AVL including, but not limited to, a GPS receiver and a digital modem. The Contractor shall use a cellular data service provider communications services between the vehicles and the gateway server. The AVL system shall include, but not be limited to, the following:

1. **GPS Receiver:**
Provide and install a Global Positioning Satellite (GPS) receiver on each vehicle that provides latitude, longitude, speed and heading for the AVL function and is appropriate for integration into an AVL application. The receiver shall accurately locate the vehicle within 30 feet. The receiver shall include a permanently mounted external vehicle antenna. The receiver shall be powered from 12 Volts DC from the vehicle.
2. **Data Modem:**
Provide and install a data modem transceiver on each vehicle. The modem transceiver sends and receives data from the GPS receiver and communicates with the wireless communications network. The modem transceiver shall communicate with the wireless communications network in both transmit and receive modes with the vehicle in motion and at rest. The modem transceiver shall maintain a network connection with all vehicle electrical devices in operation. The modem transceiver shall include a permanently mounted external vehicle antenna. The modem transceiver shall be powered from 12 Volts DC from the vehicle.
3. **Wireless Cellular Data Network:**
Provide access and air-time on a wireless cellular data network for all mobile data communications. The wireless network shall be suitable for AVL, providing connectivity from data modems installed in the vehicle and the gateway server.
4. **Gateway Server:**
Provide access to a gateway server. The gateway server shall receive vehicle position and status data over a wireless cellular data network. The gateway server shall archive and serve the data in real-time to clients via the Internet using standard TCP/IP protocols. The gateway server shall provide the AVL data source for the mobile position and fleet tracking client software.
5. **Mobile Position and Fleet Tracking Client Software:**
Provide access to a web-based AVL mobile position and fleet tracking client software capable of displaying real-time vehicle position and status data on a digital map via an internet browser. The mobile position and fleet tracking client software shall be accessible via an internet connection with a Uniform Resource Locator (URL) to a password protected website. The mobile position and fleet tracking client software shall provide, at a minimum, the following capabilities:
 - a. Track vehicles on a digital map
 - b. View a vehicle's position, speed, heading, and status

- c. Locate addresses
 - d. Place map pins at user-defined locations
 - e. Change map pin title and symbol
 - f. Zoom/Pan on map
 - g. Locate vehicles by unique Service Patrol Vehicle Identifiers
6. SunGuide Software Interface:
- The Florida Department of Transportation District Five Regional Traffic Management Center is currently using the SunGuide traffic management software and is planning to do so over the term of the Contract. The FDOT RTMC operations staff or their designated contractor will monitor Safety Service Patrol Vehicle activity via SunGuide Software. The AVL and data input system known as the AVL Data Acquisition Component shall be used by the Safety Service Patrol staff to record and receive event and Road Rangers dispatch information. This information shall be CFX-approved and integrated into the Florida Department of Transportation's SunGuide software at the expense of the Contractor. Specific interface requirements are as follows:
- a. The AVL Data Acquisition Component shall acquire vehicle information containing position coordinates in XML format and provide it to SunGuide via the existing SunGuide AVL interface version V5.1.1 or later.
 - b. The AVL Data Acquisition Component shall be able to acquire a data file in XML format via the existing SunGuide AVL interface.
 - c. If multiple files are provided to SunGuide containing more than one position for a vehicle, the AVL data acquisition component shall order the position reports by vehicle chronologically so the most currently reported position is last in the list.

The AVL Data Acquisition Component shall also have an interface with the Florida Department of Transportation's SunGuide Event Manager Subsystem. The AVL Data Acquisition Component shall have two way communications between the Road Ranger Vehicle and the RTMC. The system shall allow the RTMC operators to dispatch the Road Rangers via SunGuide. The AVL Data Acquisition Component shall allow the Safety Service Patrol Staff to open, update, and close the events electronically and automatically from the vehicle.

Within 5 calendar days of the Notice to Proceed, the Contractor shall demonstrate connectivity between the AVL data acquisition component and FDOT

District 5. This demonstration is also required of CFX's SunGuide System as directed by the CFX. The Contractor shall demonstrate a fully functional AVL system where Safety Service Patrol vehicles are actively displayed on CFX's, FDOT District 5 SunGuide Map.

The Contractor shall also demonstrate two-way communications to the FDOT RTMC within the SunGuide Event Manager subsystem. The RTMC Operator shall be able to use SunGuide to demonstrate the AVL data acquisition component receiving dispatch from the RTMC, opening an event, updating the event, receiving updates from the RTMC, closing the event and ensuring the event has been logged for monthly invoicing. The AVL data acquisition component interface shall have all data elements as required by the existing SunGuide AVL interface such as location IDs, events, and activities as directed by CFX.

The Contractor shall ensure all events in CFX's right of way are successfully submitted to the SunGuide software. Any events occurring on FTE right of way shall be called into the FTE TMC. The Contractor shall report all events, regardless of their location, and shall include all events in the monthly and quarterly logs that are delivered to CFX and described within this Scope of Services.

2.3.2 Equipment/Accessories/Parts Requirements

Each Safety Service Patrol Vehicle shall have a tool box containing:

1. Screwdrivers:
Standard 1/8, 3/16, 1/4, 5/16 (1 each)
Phillips head #1 and #2 (1 each)
Star Driver (1 set).
2. Needle nose pliers (1 pair).
3. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair).
4. Crescent wrenches:
8 inch (1 each)
12 inch (1 each).
5. 5 pound hammer (1 each).
6. Rubber mallet (1 each).
7. Electrical tape (20 yards).

8. Duct tape (20 yards).
9. Tire pressure gauge (1 each).
10. Mechanic's wire (25 ft. roll).
11. Bolt cutters (1 pair).
12. Wire cutting pliers (1 pair).
13. Complete set of open end and box wrenches (both metric and standard).
14. Diesel fuel (minimum 10 gallons) - In approved can or tanks.
15. Unleaded gasoline (minimum 10 gallons) - In approved can or tanks.
16. 3 quarts of SAE 10W-30 motor oil.
17. First Responder First Aid Kit, fully and continuously stocked (1 each).
18. Fire extinguisher, 10 pound Dry Chemical ABC (2 each)- Meeting all safety requirements. If seal is broken, unit shall be tested, resealed and certified.
19. Pry bar, minimum 36 inches in length (1 each).
20. Radiator water (10 gallons).
21. 4 inch x 6 inch x 12 inch wood blocks (2 each).
22. 24-inch-wide street broom (1 each).
23. Shovels
Square-end (1 each)
Round-end (1 each).
24. Highway wet flares, 30-minute burn (36 each).
25. Cones, 36" inch reflectorized per FDOT Design Standard Index 600, sheet number 12 of 13. (15 each).
26. Hydraulic floor jack, 2-ton (1 each).
27. Lug wrenches (metric and standard) to fit all vehicles (1 set each)

28. Air operated impact wrench with sockets to fit all vehicles (metric and standard) (1 set each).
29. Air compressor, 200 psi capacity, rechargeable portable air tank, hose and fittings capable of inflating tires of vehicles and operating impact wrench for tire removal and replacement (1 each).
30. Large flashlight and spare batteries (1 set).
31. Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to vehicle's power outlets, minimum 25 feet in length (1 set).
32. Funnel, multi-purpose, flexible spout (1 each).
33. Trash can, 5 gallon (1 each).
34. 5-gallon absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry" (2 each).
35. Individual 8 ounce water bottles of purified drinking water. (minimum of 15 each at all times).
36. A copy of the current telephone company white and yellow pages.
37. Business cards identifying the service and contact number for comments and questions. (500 each)
38. Copy of Florida Statutes Chapter 316
39. Cards printed with Florida Statutes Chapter 316.061 to provide to customers (100 each)
40. Disposable 35 mm camera, minimum 12 exposures (2 each).
41. Engine Coolant, 1 gallon (1 each)

2.3.3 Communications Equipment Requirements

- A. Each Safety Service Patrol Vehicle shall be equipped with a cellular mobile telephone on CFX's fleet service and approved by the CFX. The phones shall be available for all motorist service contacts. The Contractor shall be responsible for all costs associated with the cellular telephones throughout the term of the Contract and any renewals. The Contractor shall obtain and maintain all necessary licenses.

B. Public Address System

Each Safety Service Patrol Vehicle shall be equipped with an external speaker and public address system, 100 watts minimum.

2.4 Safety Service Patrol Vehicle Operator's Duties and Responsibilities

2.4.1 Patrol Duties

The Safety Service Patrol Vehicle Operator shall continuously patrol the designated sector seeking disabled/damaged vehicles, stranded motorists, debris in the roadway, spilled loads, accidents, obstructions to traffic and other potential hazards, etc.

2.4.2 Clearing, Clean-up and Communication

A. The Safety Service Patrol Vehicle Operator shall: clear lanes of all disabled/damaged vehicles in accordance with this Scope of Services; remove debris, spilled loads, etc., encountered in the sector; remove small non-hazardous debris from the roadway and paved shoulder area and place the debris in areas designated by the Director of Maintenance.

B. The Safety Service Patrol Vehicle Operator shall call the following parties where appropriate:

- (1) FHP and the CFX for accidents, emergencies, law enforcement situations, or for rotation towing of vehicles.
- (2) Local fire departments for verified fires. Also notify FHP and the CFX.
- (3) The CFX and FHP for large spilled loads or large debris, or in other situations as appropriate.
- (4) The FDOT Regional Traffic Management Center (RTMC) or Florida's Turnpike Enterprise Turkey Lake Traffic Management Center (where appropriate) to offer assistance with traffic control at incident locations in their patrol sector.

C. Assistance to Motorists

Unless responding to an emergency dispatch causing lane closure, the Safety Service Patrol Vehicle Operator shall not pass up any stranded motorist on any CFX sector. If the operator must pass a disabled motorist

because he is responding to an emergency dispatch causing lane closure, he shall notify the RTMC of the location of the stranded motorist for an operator from another sector to attend to.

The Safety Service Patrol Vehicle Operator shall provide prompt, courteous and skillful assistance to motorists as follows:

- (1) Place a red tag or sorry card for abandoned vehicles.
- (2) Offer assistance to motorist to move the disabled vehicle from traffic lanes in accordance with Florida Statute Chapter 316.
- (3) Clear debris from roadway.
- (4) Give pulled over motorist directions.
- (5) Maintenance of traffic when needed by FHP or to protect a disabled vehicle.
- (6) Provide fuel to motorist enabling them to reach the closest fueling location.
- (7) Change flat tires.
- (8) Provide jump starts.
- (9) Provide oil.
- (10) Transport motorist to a safe area.
- (11) Provide drinking water, etc., when necessary.
- (12) Provide water and engine coolant.
- (13) Assist motorist with mechanical failures and perform minor repairs where feasible if the repair can be made quickly (maximum 15 minutes).
- (14) Relocate vehicle if directed by FHP or CFX.
- (15) Provide the motorist a telephone if necessary.
- (16) Provide assistance for lock outs.
- (17) Provide absorbent for spills.
- (18) Extinguish fires without compromising operator's safety, otherwise wait for Fire Rescue.
- (19) Call wrecker for the motorist.
- (20) The Safety Service Patrol Vehicle Operator shall never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway. The Safety Service Patrol Vehicle Operator shall remain with a motorist in dangerous environments until help arrives or they can be relocated to a safe area. The Safety Service Patrol Vehicle Operator shall also remain with a motorist who expresses concern over their safety if the Safety Service Patrol Vehicle leaves.

The Safety Service Patrol Vehicle Operator shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of operator and/or termination of the Contract.

D. Advice to Motorists

Prior to providing services, the Safety Service Patrol Vehicle Operator shall advise the motorist of the following:

- (1) Moving, fueling, servicing the vehicle or calling a towing service is being provided free of charge as a courtesy by CFX.
- (2) The Safety Service Patrol Vehicle Operator will attempt minor repairs not to exceed approximately fifteen (15) minutes once the vehicle is cleared from the travel lanes.
- (3) Should repairs not prove feasible or solve the problem, the motorist will be allowed up to three (3) telephone calls (inclusive of "411") of three (3) minutes duration each within Orange, Seminole, Lake and Osceola Counties, using the Safety Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation.
- (4) All costs for further service, towing or transportation must be paid by the motorist.

E. Disabled Vehicles

The Safety Service Patrol Vehicle Operator shall offer assistance to motorists to move disabled vehicles from the traffic lane. If the motorist refuses to move the vehicle, the operator shall provide the motorist with a copy of Florida Statutes Chapter 316.061 printed on a card informing them that they may be cited for a non-moving violation, punishable as provided in Chapter 318. If the motorist continues to refuse to move the vehicle, the operator shall contact the FHP for assistance and remain on the scene until FHP personnel arrive. The Safety Service Patrol Vehicle Operator shall not attempt to move the disabled vehicle until directed to do so by the FHP.

If the motorist requests assistance to move the vehicle, the operator shall use an appropriate method of moving the disabled vehicle from the traffic lanes.

Vehicles that are disabled due to lack of fuel shall be provided with a minimum amount of proper fuel to reach the closest fueling location. If the vehicle is not then able to continue under its own power, the Safety Service Patrol Vehicle Operator shall contact the FHP for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

All disabled vehicles that are relocated shall be parked on the shoulder area with the wheels turned away from the roadway and the parking brake set if possible.

F. Abandoned Vehicles

When an abandoned vehicle is observed, the Service Patrol Vehicle Operator shall contact the FHP to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic. The Safety Service Patrol Vehicle Operator shall tag the vehicle with a comment/sorry card depicting the time/date the vehicle was discovered.

If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Safety Service Patrol Vehicle Operator shall request the FHP for assistance to move the abandoned vehicle to the roadway shoulder.

G. Accidents

The Safety Service Patrol Vehicle Operator shall call for law enforcement, fire and ambulance assistance as necessary at accident scenes and remain at such scenes until the appropriate assistance arrives. The Safety Service Patrol Vehicle Operator shall follow all directions of law enforcement personnel.

The Safety Service Patrol Vehicle Operator shall protect accident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, dynamic message board, and assisting in traffic control.

H. Assistance to Law Enforcement Personnel

The Safety Service Patrol Vehicle Operator shall render assistance to law enforcement personnel when requested. Safety Service Patrol Vehicle Operators shall follow the instructions of law enforcement personnel.

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 mororist or passengers to a private residence.

J. The Safety Service Patrol Vehicle Operator shall notify CFX when dead animals need to be removed from the roadway or paved shoulder.

K. Notice/Questionnaire/Response Form

CFX will provide a postage paid, Notice/Questionnaire/ Response Form for the Safety Service Patrol Vehicle Operator to provide to every individual receiving assistance from the Contractor.

L. Adhere to "BLEEP" (Beachline Emergency Operations Plan) operational Procedures in coordination with FDOT & FHP

2.5 Safety Service Patrol Vehicle Operator Requirements

Safety Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be at least 18 years of age, have a safe driving record as defined in Florida Statute 322.121 (2-7) and no criminal record. A criminal history record check conducted by the State's Department of Law Enforcement and the Federal Bureau of Investigation shall be provided by the Contractor to CFX for each employee (operator) when hired. Re-checks shall be conducted every six months. These criminal record checks shall go back as far as the employee's date of birth. Contractor shall provide CFX with employee (operator) driver's license checks every six (6) months.

The Contractor shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations and every six (6) months thereafter.

Safety Service Patrol Vehicle Operators shall be competent in the tasks of operating the safety service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The Contractor shall provide work/employment history of the proposed operators for review and acceptance by CFX prior to assigning operators to Safety Service Patrol Vehicles. The work/employment history shall show adequate mechanical background to perform the required vehicle repairs. The CFX reserves the right to reject vehicle operators prior to being assigned duties. CFX also reserves the right to require dismissal of any employee who is not suitable or is not able to perform the required duties.

The Safety Service Patrol Vehicle Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon CFX. Safety Service Patrol Vehicle Operators shall:

1. Wear a uniform style shirt with collar and dark trousers or Bermuda shorts (no jeans) while on duty. Uniform shirts shall include CFX logo on one sleeve and Florida's Turnpike Enterprise logo on the other sleeve. Undershirts, if worn, shall not have printing or pictures that show through the outer shirt. If a hat or jacket is worn, it must match the uniform and be without adornment, lettering or patches unless specifically approved by CFX. The uniforms shall be clean at the start of each shift.
2. Be well-groomed and courteous at all times.
3. Wear clearly visible name plates reflecting operator's first and last name. No emblems, patches, Contractor names, or Contractor logos will be permitted.
4. Inspect assigned Service Patrol Vehicles at the beginning of each shift and take action as necessary to ensure that they are in compliance with all specifications and requirements of this Scope of Services.
5. Keep cellular telephone 'on' and the volume 'up'.
6. Remain on the assigned Patrol Sector and depart from the Patrol Sector only as described in this Scope of Services.
7. Exercise caution and safety at all times and obey all traffic laws.
8. Stop on the roadway within the sector only to provide service as outlined herein.
9. Use extreme caution in moving all disabled vehicles.
10. Accept no payment for any type of service rendered.
11. Contact CFX and FHP when appropriate.
12. Carry no firearms or other weapons either on their persons or in the Service Patrol Vehicle.
13. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
 - a. When merging or exiting from traffic lanes to an incident site.
 - b. To warn traffic when performing services specified herein.
14. Wear orange safety vest with reflective striping at all times while outside the Service Patrol Vehicle.

2.6 Safety Service Patrol Vehicle Operator Training and Certification Requirements

All Safety Service Patrol Vehicle Operators shall obtain the following training and certifications within sixty (60) calendar days from the date of Contract award. New operators hired after Contract award shall also be required to obtain the following training

and certifications within (60) days of hire. The cost for training and licensing operators is the responsibility of the Contractor. If the Contractor chooses to do its own training, the trainer(s) shall be fully certified and licensed (if required) to conduct the training.

The Contractor shall ensure that all Safety Service Patrol Operator Certifications remain valid for the term of the Contract and any renewals. Under no circumstances shall a Safety Service Patrol Operator be allowed to operate under the Contract if his/her various mandatory certifications/training have expired.

The Contractor shall document that operators have completed these training requirements. The Contractor shall maintain a current listing, by Safety Service Patrol Operator names, documenting the types of training received, date training was received, the date training/certification expires, location of training and instructor's name. The list shall be provided to CFX each quarter of the calendar year, beginning with the effective date of the Contract.

1. Certification and Training in CPR.
2. Certification and Training in Basic First Aid.
3. Basic Maintenance of Traffic (MOT) Training.
 - a. Safety Service Patrol Operators are required to have training on Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) involving setting up maintenance of traffic (MOT). This "Utility Level" shall be obtained from a firm or individual certified to teach the "Utility Level" MOT Training Course. If a new employee is not able to immediately attend MOT training, then the Contractor shall show the employee a training video in conjunction with hands-on training to ensure that the new employee understands the basic safety principals of MOT. This process shall only be used to temporarily satisfy this requirement for new employees until the operator can attend the required training.
 - b. Safety Service Patrol Operators shall attend a refresher MOT course annually.
4. DMS Operational Training (operators) and DMS manufacturer maintenance training (Contractor maintenance personnel).

2.7 Safety Service Patrol Vehicle Logs

Each Safety Service Patrol Vehicle Operator shall maintain a "Safety Service Patrol Log" that shall be completed daily and made available to CFX upon request. The Contractor

shall provide a laptop personal computer or tablet located in the cab of each safety service patrol vehicle with a driver-friendly application in order to collect the log data electronically as well as be entered in SunGuide. All service patrol log data shall be provided monthly in an electronic database format (Microsoft Access .mdb file extensions or CFX-approved equivalent). The database structure shall be subject to CFX approval. Hand-written logs shall only be used as a backup in the event the laptop or tablet is not functioning. The Contractor shall convert any hand-written log data into a standard electronic format approved by CFX.

The Safety Service Patrol Log shall include:

1. The date of the log entry.
2. The following times (using military time):
 - a. The time when the Safety Service Patrol Vehicle Operator was advised of a given incident.
 - b. The time of arrival of the Safety Service Patrol Vehicle at a given incident.
 - c. The time of departure of the Safety Service Patrol Vehicle from the scene of a given incident.
3. The nature each incident including (Activity list is subject to change throughout the contract):

| | |
|-----------------|-----------------------|
| Abandoned | Made Own Arrangements |
| Debris | Place Sorry Card |
| Directions | Call Wrecker |
| MOT | Vehicle Overheating |
| Gone on Arrival | Drinking Water |
| Gas | Coolant |
| No Assistance | Engine/Mechanical |
| Tire Service | Relocate Vehicle |
| Jump Start | Void |
| Oil | Phone |
| Other | Translate |
| Transport | Lock Out |
| Assist FHP | Absorbent |
| Minor Repair | Medical Assistance |
| Diesel | Drinking Water |
| Extinguish Fire | Coolant |

4. Whether the incident/assist was detected by normal patrol activity or in response to a dispatcher's call

5. The incident/assist location and approximate distance to a mile post or call box number, the lane(s) in which the incident was located, the direction of travel of the lanes, the patrol sector number. The latitude/longitude of the stop shall also be documented electronically and associated with the log entry.
6. When available, the following information shall be recorded.
 - a. The vehicle's make, model, body type, and license plate number.
 - b. The nature of the problem.
 - c. The disabled vehicle driver's name.
 - d. The type of assistance provided by the Service Patrol Vehicle Operator.
 - e. Any damage evident before, and after, pulling or pushing the vehicle.
 - f. If additional assistance was required.
 - g. If FHP is on Scene, do not record information.
7. Weather conditions.
8. The Safety Service Patrol Vehicle Operator's name.
9. Safety Service Patrol Vehicle number.
10. Safety Service Patrol Vehicle odometer reading at beginning and ending of each shift.
11. Other pertinent information or comments.
12. Milestones of incidents if not updated in SunGuide by the RTMC.

CFX reserves the right to change the data required or the method of collection and reporting at any time.

2.8 Safety Service Patrol Vehicle Activity Reports

The Contractor shall prepare and submit to CFX monthly and quarterly activity reports summarizing the daily logs. The statistics contained within these reports will be used by CFX to measure the utilization, effectiveness, and performance of the program. Specifically, reports shall be prepared to allow CFX to evaluate stops and assists by sector, expressway, assist category, shifts, driver, etc.

The Contractor shall formulate CFX-approved reports using SunGuide and commercially available software. Activity reports shall be provided in an electronic format as well as a formatted hard copy deliverable. CFX may request up to 15 unique reports to be included in each monthly or quarterly activity report submission. The Contractor shall coordinate with CFX on the content and format of the reports. The report templates shall be submitted to CFX for review and approval prior to use. Report submissions shall clearly delineate stops and assists made on CFX operated portions of the patrol sectors.

2.8.1 Monthly Activity Reports

Activity reports shall be submitted monthly summarizing the previous month's stops and assists. Monthly activity reports shall be provided with monthly invoices. Submittals shall be made within 10 calendar days after the end of the month.

2.8.2 Quarterly Activity Reports

The Contractor shall submit Quarterly Activity Reports that summarize stops and assists since the beginning of the Contract. Submittals shall be made within 10 calendar days after the end of the calendar quarter.

3.0 Compensation

Compensation will be in accordance with the Method of Compensation.

END OF SCOPE OF SERVICES

TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: September 27, 2018
SUBJECT: Road Ranger Safety Patrol Service; RFP No. 001437 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated September 2018, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the proposer to disqualification. This Addendum consists of 7 pages and the following documents: Performance and Payment Bond.

CHANGES TO THE PROPOSAL SUBMITTAL REQUIREMENTS

1. **Insert** the following new language at the end of Article 3.1, Technical Proposals, D. Organization and Management page PSR-10:

“Under this Section, the Proposer shall also provide the following information:

1. A letter from Proposer’s surety stating that bonding of 100% of the contract value is available and uncommitted for a performance and payment bond that could be issued to the Proposer. **Do not include the monetary amount of the proposal within the letter.**
2. A letter from the Proposer’s insurance company stating that the required insurance coverage as specified in Article 8 of the contract can be provided.

The letters will not count against the page limitation set forth in 3.2 below.”

CHANGES TO EXHIBIT “C” - CONTRACT

2. **Revise** the title of Article 8 to read:

“8. **CONTRACTOR INSURANCE AND BONDING**”

3. **Insert** the following new language end of Article 8:

“8.9 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 amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. 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 agent’s name, address and telephone number shall be clearly stated on the face of the Performance and Payment 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 that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.”

CHANGES TO EXHIBIT “D” – PRICE PROPOSAL

4. On page D-1, fourth paragraph, in the second sentence, **add** the word “bid” after the word “amount”.
5. On page D-1, fourth paragraph, in the last sentence, **add** the word “bid” before the word “amount”.

RESPONSES TO QUESTIONS RECEIVED

6. The following questions were received from potential proposers of record. CFX’s response follows the questions.

Q001: Is a performance bond required?

R: Yes, see changes above.

Q002: Contract pg.2. Renewal option. Does the contractor have the ability to decline renewal if CFX decides to exercise the option?

R: No, the options to renew are at the sole discretion and election of CFX (ref: Contract Page 2).

Q003: Pg. A-5. Trucks. Why 2-ton trucks? Suggest ¾ ton extended cab is sufficient for this service.

R: CFX will allow the use of a ¾ ton truck provided it is capable of carrying the equipment and providing the service indicated in the RFP and Contract language. A Crew Cab or equivalent with a full- size back seat is required as the Road Ranger may be required to transport stranded motorists to a safe location.

Q004: Pg. B-1 Sec2.3. What is the purpose of providing the min wage?

R: The Scope of Services provides a listing of the operator requirements as well as a listing of the services the operator will be required to provide. These requirements are intended to result in an individual who is well trained, professional, courteous and projects a positive impression in representing CFX. CFX is requiring the minimum wage to better ensure the operators serving this Contract will possess the above knowledge, skills and abilities.

Q005: Pg. D-1 Mobilization not to exceed 5% Service Patrol total price. Need to also complete the schedule of values. What if actual cost of these mobilization items is greater than 5%? What is the purpose of the itemization of the Schedule of Values for mobilization, so we know how to allocate the 5%?

R: See changes to Exhibit “D”, Price Proposal.

Q006: SLER’s Radios – Are they required? If so provide by whom? What additional certifications and background checks are needed for such?

R: The use of SLER’s Radios is required. The Radios are supplied by CFX. The training, background and access to the system is administered by FDOT and is described at the following address: <http://www.cflsmartroads.com/security.html>.

Q007: Can vehicle mileage data be provided on an annual or other period basis, either in total or by sector and/or route?

R: CFX does not have this information.

Q008: Who is the current contractor?

R: Florida Turnpike Services, LLC.

Q009: Can a detailed listing of current equipment being utilized be provided?

R: CFX does not have this information.

Q010: Does the vendor have, and if so can it be provided, a listing of equipment with listed sales prices?

R: Please contact Florida Turnpike Services, LLC for this information.

Q011: If a listing of equipment sales prices is not available can contact information to the current vendor be provided?

R: Yes. Florida Turnpike Services, LLC, PO Box 666810, Pompano Beach, Florida 33066, Attn: Mr. Richard L. Wheeler.

Q012: What are the round-trip miles for each sector?

R: Bidder is responsible to determine as information is available from public sources.

Q013: What are the toll costs for each sector?

R: Bidder is responsible to determine as information is available from public sources.

Q014: Will CFX provide the vehicle logos?

R: Yes.

Q015: What is the average service stops for each sector?

R: CFX does not have this information.

Q016: How much fuel is used monthly for motorist's service stops for each sector?

R: CFX does not have this information.

Q017: What has been the average service stop time for each sector?

R: CFX does not have this information.

Q018: Will CFX consider a sponsorship program?

R: No, not currently.

Q019: How many hours beyond the allocated service hours has CFX requested or for special assignments used in the past contract?

R: It has been minimal, typical instance is extended hours before and after hurricane events affecting Central Florida.

Q020: The RFP states the vendor must provide a 2-ton truck. However, the picture references a 2500-series (3/4 ton) pickup with utility bed. Will a ¾ ton truck meet the contract requirements?

R: See Response to Q003.

Q021: What data collections software is currently being used for the laptops or tablets that interface with the FDOT SunGuide at the RTMC? Is there a specific software or device that is required for the vendor to use?

R: See Response to Q022.

Q022: Would be permitted to use the SPARR or RRMA software for data collection? This would alleviate the requirement to maintain the software and server since this software is owned and maintained by FDOT.

R: CFX requires the vendor to demonstrate the proposed data collection software is compatible with FDOT's SunGuide Software. The vendor will need demonstrate the SPARR, RRMA or other selected application will provide the desired results, in order to obtain CFX approval. Please see Exhibit A, Page A-12 of the RFP.

Q023: What is the current AVL software used by the vendor?

R: The current vendor is using Locate by GeoDecisions.

Q024: What brand of Dynamic Message Sign is being used by the vendor? Will we receive the maintenance history of the DMS?

R: Lite Sys Inc. LiteReader VCMS Model 1030F-4 sign with KPC-2 controller. CFX does not have the maintenance history.

Q025: Will there be a phasing construct that permits the vendor to integrate the old DMS boards onto the new vendor's vehicles? What is the proposed timeline?

R: The successful vendor will need to coordinate with FTS to ensure that six vehicles are ready to begin service at 6:00am on 1/14/19.

Q026: Does the vendor have the option to purchase a different or new DMS board?

R: YES, provided it has equal to or better performance compared to the DMS referenced in Q024. The vendor would also be responsible to store the CFX DMS boards in a safe and secure local location for the duration of the Contract.

Q027: Since the smart phones are required by the RFP, would this eliminate the need for the 2x 35mm cameras (item 40 on page A-15)?

R: Yes, CFX will approve a smart phone camera for on-scene photos when sent directly through a secure email service.

Q028: With recent changes to FHP's policies regarding lock-outs, is the vendor still required to assist with lock-outs given the liability for side-airbags, keyless systems, etc.? (Item 16, page A-17)

R: Yes, the vendor can provide a, lockout waiver to the driver prior to providing assistance. The waiver language would need to be reviewed and accepted by CFX prior to use.

Q029: Will the vendor be able to substitute cordless tools for air impact? This provides a much more reliable and safer service to the motorists and decrease the time spent changing tires.

R: Yes, cordless tools of comparable capacity are acceptable, but the vendor will need a backup in case of battery failure. The truck is still required to carry a 200-psi air compressor.

Q030: Is the Tow rotation controlled by FHP or the RTMC?

R: FHP.

Q031: If our current uniforms meet ANSI 3 and exceed your minimum requirement will this be acceptable for Road Ranger uniforms?

R: Yes, provided they meet all other scope requirements.

Q032: What is the current TIM schedule for District 5 and/or the RTMC?

R: The vendor should contact the RTMC at 407-736-1900.

Q033: Were there any historical trends of fining for the previous vendor?

R: No historical trends.

Q034: Can we have access to the number of accidents involving the Road Rangers supporting CFX in the last year?

R: Please contact Florida Turnpike Services, LLC for this information.

Q035: With an update to the NFPA guidelines, we recommend exterior decals incorporating the NFPA on the rear of the vehicles. Will this be acceptable to modify the required decals to incorporate any new safety standards regarding conspicuity?

R: CFX is open to addressing this issue with the successful vendor.

Q036: The RFP states the vendor must provide a 2-ton truck. However, the picture references a 2500-series (3/4 ton) pickup with utility bed. Will a ¾ ton truck meet the contract requirements?

R: See Response to Q003.

Q037: Is the purchase of the vehicles Sales Tax Exempt?

R: No.

Q038: Page PSR-8: Section B: Please clarify the last sentence on the page. What information should be included in the proposal section (subject to page limitation) and what information can be included in an Attachment.

R: The bulleted section of Section B shall be responded to in an Attachment.

Q039: Page PSR-9: Section C: Please clarify whether staff resumes will count toward the page count or should be included as an attachment.

R: As stated in Section 3.2 of the PSR, resumes are not counted.

Q040: Page A-8: If we were to propose additional vehicles as back-up vehicles, will CFX provide additional truck-mounted DMS for proposed back-up vehicles?

R: No.

Q041: Page A-10 to A-13: Who is the current AVL provider, known to integrate with SunGuide?

R: Currently there are two AVL providers that integrate with D5 SunGuide:

- a. GeoDecisions - Locate AVL Software.
- b. IBI – SPARR based App.

END OF ADDENDUM NO. 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, with a principal business address and phone number of _____ Phone _____, as Principal, and _____, with a principal business address and phone number of _____, a corporation duly registered and authorized to do business as surety in the State of Florida, as Surety, are bound to Central Florida Expressway Authority, with a principal business address and phone number of 4974 ORL Tower Road, Orlando, FL. 32807, (407)690-5000, the property owner and contracting public entity, herein called CFX, in the sum of _____ (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract, Contract No. 001437 dated _____, between Principal and CFX for Road Ranger Safety Patrol Services located on the CFX Expressway System, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays CFX all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CFX sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Pursuant to Section 255.05(6), Fla. Stat., all payment bond forms used by a public owner and all payment bonds executed pursuant to this section by a surety shall make reference to this section by number, shall contain reference to the notice and time limitation provisions in subsections (2) and (10), and shall comply with the requirements of paragraph (1)(a).

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WITNESS the signature of the Principal (Contractor) and the signature of the
Surety by

_____ its _____

(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this _____ day of _____
_____ in the year of 201_.

(Corporation must Affix Seal)

By _____

Title

Attest: _____
Secretary

(Place Surety's Corporate Seal)

Corporate Surety

By _____
Attorney-in-Fact

Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be
attached.

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

FOR SURETY

STATE OF FLORIDA

) ss

COUNTY OF ORANGE

)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____

_____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this ____ day of _____, 201_, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: September 28, 2018
SUBJECT: Road Ranger Safety Patrol Service; RFP No. 001437 – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated September 2018, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the proposer to disqualification. This Addendum consists of 1 page and the following documents: Revised Performance and Payment Bond.

CHANGES TO EXHIBIT “C” - CONTRACT

1. **Delete** Article 8.9, Performance and Payment Bond in its entirety and **replace** with the following revised language:

“8.9 Performance and Payment Bond:

8.9.1 General Requirements of the Bond: The Contractor shall furnish to the CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to 20% of the amount of the Contract amount to be renewed annually. Such bond shall be executed on the form furnished by the CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the CFX. The surety agent’s name, address, and telephone number shall be clearly stated on the face of the bond.

8.9.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to the 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 the CFX’s initial approval of the company, then the 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 the 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 his payment of premium on the defaulting bond, will be borne by the CFX.”

END OF ADDENDUM NO. 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, with a principal business address and phone number of _____ Phone _____, as Principal, and _____, with a principal business address and phone number of _____, a corporation duly registered and authorized to do business as surety in the State of Florida, as Surety, are bound to Central Florida Expressway Authority, with a principal business address and phone number of 4974 ORL Tower Road, Orlando, FL. 32807, (407)690-5000, the property owner and contracting public entity, herein called CFX, in the sum of _____ (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract, Contract No. 001437 dated _____, between Principal and CFX for Road Ranger Safety Patrol Services located on the CFX Expressway System, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays CFX all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CFX sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from January 15, 2019 to January 14, 2020 and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to CFX recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Pursuant to Section 255.05(6), Fla. Stat., all payment bond forms used by a public owner and all payment bonds executed pursuant to this section by a surety shall make reference to this section by number, shall contain reference to the notice and time limitation provisions in subsections (2) and (10), and shall comply with the requirements of paragraph (1)(a).

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WITNESS the signature of the Principal (Contractor) and the signature of the
Surety by

_____ its _____

(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this _____ day of _____
_____ in the year of 201__.

(Corporation must Affix Seal)

By _____

Title

Attest: _____
Secretary

(Place Surety's Corporate Seal)

Corporate Surety

By _____
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Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

FOR SURETY

STATE OF FLORIDA

) ss

COUNTY OF ORANGE

)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____

_____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this ____ day of _____, 201__, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____