

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
August 9, 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 JUNE 29, 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. **RELOAD CUSTOMER SERVICE LANE UPDATE** – *Corey Quinn, Chief of Technology/Operations* (info. item)
2. **INITIATIVE UPDATE: VISITOR TOLL PASS** – *David Wynne, Director of Toll Operations* (info. item)
3. **CFX DRIVE SMART FLORIDA** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer and Angela Melton, Communications Manager* (info. item)

**G. BOARD MEMBER COMMENT**

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF  
BOARD MEETING MINUTES

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
June 29, 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  
S. Michael Scheeringa, Gubernatorial Appointment  
Commissioner Jennifer Thompson, Orange County

Non-Voting Advisor Not Present:

Paul Wai, Florida's Turnpike Enterprise

Staff Present at Dais:

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

**A. CALL TO ORDER**

The meeting was called to order at 10:00 a.m. by Chairman Hawkins.

**B. PUBLIC COMMENT**

The following individuals commented on Agenda Item F.4. SR 408 Eastern Extension Project Development & Environment Study:

- Thomas Pastore, Orlando Resident
- Hugh Fred Dietrich, III with Dietrich Brothers, Inc.

- Sue Dietrich with Dietrich Brothers, Inc.
- Michael B. Jones with Orange Audubon
- Sally Baptiste, Orlando Resident
- Clay Mathews with Smolker, Bartlett, Loeb, Hinds & Thompson, P.A.
- William Rogers, Orlando Resident
- Dodie Sweeney, Orlando Resident
- Sheri Woodworth with Sun Communities
- Susan Paultz, Orlando Resident

The following individuals commented on Agenda Item F.3. Approval of Supplemental Agreement for the Osceola County Project Development & Environment Study:

- Kimberly A. Buchheit, Apopka Resident
- Katrina Shadix with Bear Warriors United

The following individual commented on construction updates:

- David Bottomley, Orlando Resident

The following individuals commented on Agenda Item F.3. Approval of Supplemental Agreement for the Osceola County Project Development & Environment Study:

- Gretchen Robinson with Friends of Split Oak Forest
- Harry Gregg with Friends of Split Oak Forest
- Robert Stein, St. Cloud Resident
- Valerie Anderson with Friends of Split Oak
- Don Fisher, County Manager with Osceola County

The following individual provided additional comments on Agenda Item F.4. SR 408 Eastern Extension Project Development & Environment Study:

- Sue Dietrich with Dietrich Brothers, Inc.

### **C. APPROVAL OF MINUTES**

#### **APRIL 12, 2018 BOARD MEETING MINUTES**

**A motion was made by Mr. Madara and seconded by Commissioner Barfield to approve the April 12, 2018 Board Meeting Minutes as presented. The motion carried unanimously with ten members present voting AYE by voice vote.**

**MAY 30, 2018 BOARD WORKSHOP MINUTES**

**A motion was made by Ms. Herr and seconded by Commissioner Barfield to approve the May 30, 2018 Board Workshop Minutes. The motion carried unanimously with ten members present voting AYE by voice vote.**

**D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval.

**CONSTRUCTION**

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

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

## ENGINEERING

7. Approval of TLC Engineering for Architecture, Inc. as Subcontractor for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145
8. Approval of Southeastern Surveying & Mapping Corporation as Subcontractor for the Miscellaneous Design Services Contract with Pegasus Engineering, LLC, Contract No. 001161
9. Approval of Geotechnical and Environmental Consultants, Inc. as Subcontractor for the Concept, Feasibility and Mobility Study Contact with RS&H, Inc., Contract No. 001250
10. Approval of Contract Award to RS&H, Inc., for Design Consultant Services for the SR 417 Widening from John Young Parkway to Landstar Boulevard, Project 417-142, Contract No. 001313 (Agreement Value: \$6,500,000.00)
11. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project 417-149, Contract No. 001387
12. Approval of Contract Award to Hubbard Construction Company for SR 417 Widening from Econlockhatchee to Seminole County, Project 417-134, Contract No. 001398 (Agreement Value: \$44,810,996.19)
13. Authorization to Advertise for Construction Bids for SR 408 Milling & Resurfacing from I-4 Ultimate Limits to the Lake Underhill Bridge, Project 408-746, Contract No. 001420
14. Authorization to Advertise for Construction Bids for Forest Lake Toll Plaza Rigid Pavement Improvements, Project 429-418, Contract No. 001440

## FINANCE

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

### INTERNAL AUDIT

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

### LEGAL

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

### MAINTENANCE

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



TOLL OPERATIONS/TECHNOLOGY

31. Approval of Purchase Order to Dasher Technologies for Servers for CFX's Intelligent Transportation System (ITS), Project No. 599-543 (Agreement Value: \$61,776.48)
32. Approval of BRUDEN Corporation as Subcontractor for the System Software Maintenance Contract with TransCore, LP, Contract No. 000179
33. Approval of First Contract Renewal with TC Delivers, Inc. for Toll Operations Printing and Mailing Services, Contract No. 001085 (Agreement Value: \$478,500.00)
34. Approval of Express Employment and Quality Choice Staffing as Subcontractors for the E-PASS and VES Operations Contract with Egis Projects, Inc., Contract No. 001105
35. Approval of Traffic Control Products of FL., Inc. as Subcontractor for the Maintenance of ITS Infrastructure Contract with Kapsch TrafficCom USA, Inc., Contract No. 001283
36. Authorization to Advertise for Letters of Interest for Design Consultant Services for Three-Line Dynamic Message Signs Replacement Project, Project No. 599-545, Contract No. 001419
37. Authorization to Advertise for Request for Proposals for Maintenance of Fiber Optic Network (FON) Infrastructure, Contract No. 001423
38. Authorization to Advertise for Letters of Interest for Design Services for Wrong-Way Driving Deployment, Project 599-526, Contract No. 001438

RECORDS MANAGEMENT

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

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

## **E. REPORTS**

### **1. CHAIRMAN'S REPORT**

- The Chairman thanked staff for the time and effort they put into the workshop earlier this month.
- There will not be a CFX Board meeting in July. The next Board meeting is scheduled for August 9<sup>th</sup> at 9:00 a.m.
- Later this morning, there will be an update from staff on the PD&E for the 408 Eastern Extension. There will be a request for Board acknowledgment of receipt of the completed study not adoption of an alignment. Mr. Pressimone will be providing further explanation during his presentation.

### **2. TREASURER'S REPORT**

Commissioner Carey reported total revenues for May were \$39,156,175, which is 3.3% above projections and 4.2% above prior year. CFX's total revenues were \$40.3 million for the month.

Total OM&A expenses were \$6.8 million for the month and \$64.8 million year-to-date, which is 12% under budget.

After debt service, the total net revenue available for projects was \$19.7 million for May and \$194.7 million year-to-date. CFX's projected year-end senior lien debt service ratio is 2.31, which is above CFX's budgeted ratio of 2.23.

### **3. EXECUTIVE DIRECTOR'S REPORT**

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

In addition, she expanded on the following:

- Updated CFX Dashboard;
- FDOT's SunPass Centralized Customer Service System and how it is impacting our E-PASS customers;
- New transponder Product – E-PASS Xtra;
- E-PASS transponders available on Amazon; and
- CFX's partnership with UCF for solar energy exploration.

## **F. REGULAR AGENDA ITEMS**

### **1. APPROVAL OF COMMITTEE RE-APPOINTMENTS**

A motion was made by Mr. Madara and seconded by Ms. Herr to approve the reappointments of the following Committee members who were nominated by Mr. Madara: (a) Finance Committee – Jason Bates; (b) Operations Committee – Mark Meyer; and (c) Right of Way Committee – Christopher Murvin. The motion carried unanimously with ten (10) members present voting AYE by voice vote.

### **2. APPROVAL OF FDOT FUNDED AGREEMENT BETWEEN FLORIDA'S TURNPIKE ENTERPRISE AND CFX FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS TO SR 417**

Glenn Pressimone, Director of Engineering, provided details of the Florida Department of Transportation Funded Agreement between FDOT and CFX, for the construction and maintenance of improvements to SR 417 from Aloma Avenue to University Boulevard, being presented for approval.

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve the Florida Department of Transportation Funded Agreement Between Florida's Turnpike Enterprise and CFX for Construction and Maintenance of Improvements to the Central Florida Greene Way from Aloma Avenue to University Boulevard. The motion carried with nine (9) members present voting AYE by voice vote. Mr. Madara was not present for the vote.

### **3. APPROVAL OF SUPPLEMENTAL AGREEMENTS FOR THE OSCEOLA COUNTY PROJECT DEVELOPMENT & ENVIRONMENT STUDIES**

Glenn Pressimone, Director of Engineering, is requesting Board approval for Supplemental Agreement No. 1 with RS&H, Inc. The Supplemental Agreement will provide RS&H, Inc. authorization to perform a Project Development & Environment Study (PD&E) of the Osceola Parkway Extension.

Approval is also requested for Supplemental Agreement No. 1 with Kimley-Horn and Associates, Inc. for a PD& E Re-Evaluation Study of the Poinciana Parkway Extension.

A motion was made by Mayor Dyer and seconded by Mr. Scheeringa for approval of Supplemental Agreement No. 1 to Contract 001251 with Kimley-Horn & Associates, Inc. in the amount of \$1,319,356.97 for the PD&E Study of the Poinciana Parkway Extension. The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner Carey was not present for the vote.

**A motion was made by Commissioner Barfield and seconded by Mayor Dyer for approval of Supplemental Agreement No. 1 to Contract 001250 with RS&H, Inc. in the amount of \$1,167,571.27 for the PD&E Re-Evaluation Study of the Osceola Parkway Extension. The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner Carey was not present for the vote.**

**4. SR 408 EASTERN EXTENSION PROJECT DEVELOPMENT & ENVIRONMENT STUDY**

Glenn Pressimone, Director of Engineering, described the SR 408 Eastern Extension Project ("Project") segments, recommended preferred alternative, estimated project cost, public hearing summary and project development process.

The Board asked questions, which were answered by Mr. Pressimone.

**A motion was made by Commissioner Thompson and seconded by Commissioner Carey for acknowledgement of receipt of the SR 408 Eastern Extension Project Development & Environment Study, taking no further action at this time and placing the project on hold. The motion carried unanimously with ten (10) members present voting AYE by voice vote.**

**5. FY 2017 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT**

Hugh Miller, Jr. with CDM Smith, provided the Board with a summary of the FY 2017 General Traffic and Earnings Consultant's Annual Report.

The Board members made comments and asked questions, which were answered by Mr. Miller.

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

**6. APPROVAL OF THE BUDGET - FY 2019 OPERATIONS, MAINTENANCE & ADMINISTRATION AND FY 2019 THROUGH FY 2023 FIVE YEAR WORK PLAN**

Lisa Lombard, Chief Financial Officer, and Glenn Pressimone, Director of Engineering, presented the Budget - FY 2019 Operations, Maintenance & Administration and FY 2019 through FY 2023 Five Year Work Plan for approval.

**A motion was made by Mr. Madara and seconded by Mayor Jacobs for approval of the Budget - FY 2019 Operations, Maintenance & Administration and FY 2019 through FY 2023 Five Year Work Plan with removal of the SR 408 Eastern Extension Project and allocation of those funds to a broad contingency account for all CFX designs and studies. The motion carried unanimously with ten (10) members present voting AYE by voice vote.**

## **7. RELOAD CUSTOMER SERVICE LANE UPDATE**

This item was tabled until next month's Board meeting.

Mayor Dyer left the meeting at this time.

## **G. BOARD MEMBER COMMENT**

The following Board members provided comments:

- Commissioner Sean Parks
- Ms. Andria Herr

Chairman Hawkins reminded everyone that there will not be a July 12 Board meeting. The next Board meeting will be held on August 9, 2018 at 9:00 a.m.

## **H. ADJOURNMENT**

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

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Commissioner Fred Hawkins, Jr.  
Chairman  
Central Florida Expressway Authority

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Mimi Lamaute  
Recording Secretary  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2018.

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

**D.**

Consent Agenda

CONSENT AGENDA  
August 9, 2018

ACCOUNTING FINANCE

1. Approval of Insurance Policy with Florida Municipal Insurance Trust (FMIT) and ACE/Chubb, Contract No. 000392 (Agreement Value: not-to-exceed \$189,000.00)

CONSTRUCTION

2. Approval of Construction Contract Modifications on the following projects:
  - a. Project 599-732A Kenyon & Partners, Inc. (\$ 35,426.00)
  - b. Project 599-632 Traffic Control Products (\$ 201.00)
  - c. Project 417-744 Tecta America Southeast, LLC (\$ 26,256.79)
  - d. Project 408-127 The Lane Construction, Corp. \$ 19,526.98
  - e. Project 408-742B Preferred Materials, Inc. \$ 282,229.60
  - f. Project 528-313 The Lane Construction, Corp. \$ 85,841.54
  - g. Project 253F The Lane Construction, Corp. (\$ 558,625.32)
3. Approval of Contract Award to Elipsis Engineering & Consulting, LLC and Mehta and Associates, Inc. for CFX's Systemwide Construction Engineering and Inspection (CEI) Consultant Services, Contract Nos. 001368 and 001406, (Each Agreement Value: not-to-exceed \$3,500,000.00)
4. Approval of Contract Award to Johnson, Mirmiran & Thompson, Inc. for CFX's Owner's Representative Services, Project 408-312B and 528-915, Contract No. 001399 (Agreement Value: not-to-exceed \$3,000,000.00)

ENGINEERING

5. Approval of Tierra, Inc. as a Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145
6. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road, Project 429-152, Contract No. 001395
7. Approval of Contract Award to Sema Construction, Inc. for Forest Lake Toll Plaza Rigid Pavement Improvement, Project 429-418, Contract No. 001440 (Agreement Value: \$477,000.00)
8. Authorization to Advertise for Construction Bids for SR 429 / CR 437A Interchange Southbound Merge Signage, Project 429-631, Contract No. 001455
9. Authorization to Advertise for Construction Bids for Reflective Pavement Marking Replacements along Portions of SR 408, 417 & 429, Project 599-736, Contract No. 001456

## LEGAL

10. Approval of Subordination of Easement Agreement with Florida Power Corporation n/k/a Duke Energy Florida, LLC for Parcel 275, Project 429-204
11. Approval of Proposed Negotiated Settlement Agreement with Roger D. Rehfeldt, as Trustee of the Rehfeldt Family, Project 429-206, Parcel 335 (Rehfeldt)

## MAINTENANCE

12. Approval of Second Contract Renewal with Commercial Companies, Inc. for SR 528, 429, 414 and 451 Landscape Maintenance Services, Contract No. 001050 (Agreement Value: \$1,781,413.33)
13. Authorization to Advertise for Construction Bids for Installation of Landscape for Wekiva Parkway, Project 429-826, Contract No. 001451
14. Authorization to Advertise for Construction Bids for SR 429 / CR 535 North On-Ramp Landscape Improvements, Project 429-654E, Contract No. 001452

## RECORDS MANAGEMENT

15. Approval of Fifth Contract Renewal with Retrievox Acquisition LLC II, LLC for Offsite Records Storage Services, Contract No. 000877 (Agreement Value: \$20,700.00)

## TOLL OPERATIONS/TECHNOLOGY

16. Approval of Purchase Order to TransCore, LP for Sticker Transponders (Agreement Value: \$750,000.00)
17. Approval of Purchase Order to Oracle America, Inc. for Software Update Licenses and Support (Agreement Value: \$89,664.50)
18. Approval of Second Contract Renewal with Kapsch TrafficCom Transportation NA for Maintenance of ITS Infrastructure Services, Contract No. 001283 (Agreement Value: \$1,351,779.02)



**CONSENT AGENDA ITEM  
#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Marc Ventura, Manager of Accounting and Finance <sup>MV</sup>

DATE: July 26, 2018

SUBJECT: Approval of Insurance Policy with Florida Municipal Insurance Trust (FMIT) and ACE/Chubb  
Contract 000392

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In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for advice and the solicitation and evaluation of proposals for insurance coverage. The current insurance policy with Florida Municipal Insurance Trust (FMIT), administered by the Florida League of Cities, for Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability, and Property & Crime expires on September 30, 2018.

Gallagher marketed CFX's insurance package program to four (4) carriers. Gallagher received a quote from FMIT and three (3) declinations. The quote from FMIT for coverage from October 1, 2018 to September 30, 2019 has a policy premium of \$161,882. This is an increase of 6% from last year's premium.

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

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

Gallagher also obtained quotes for cyber liability from two carriers for coverage of \$5 million. Gallagher recommends the coverage offered by ACE/Chubb at a premium of \$24,516.

The total premium of both FMIT and ACE/Chubb is \$186,398.

Staff recommends Board approval of Gallagher's recommendations for insurance policies with FMIT and ACE/Chubb for coverage period from October 1, 2018 to September 30, 2019 at a total premium not to exceed \$189,000 (which will allow for possible slight increases or additions for property).

Reviewed by: \_\_\_\_\_  
Lisa Lumbard, Chief Financial Officer

# Insurance Proposal Prepared For

## Central Florida Expressway Authority

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

Presented: July 26, 2018



Arthur J. Gallagher & Co.

Chris Connelly ARM-P, ARe  
Area Senior Vice President

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

Chris\_Connelly@ajg.com  
www.ajg.com

# Central Florida Expressway Authority

## Executive Summary

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

This program renews October 1, 2018 for a period of one year and includes coverage for Real and Personal Property, Time Element, Machinery & Equipment Breakdown, Crime, Faithful Performance, General Liability, Employee Benefits Administration Liability, Errors & Omissions (Public Officials) Liability, Employment Practices Liability, Auto Liability, Auto Physical Damage and Workers Compensation / Employers Liability.

### CFX EXPOSURE CHANGES

The 2018 casualty renewal includes the following property and workers compensation exposure changes as compared to the 2017 policy term:

Exposure	2017	2018	% CHANGE
Property Insured Values	\$33,758,014	\$34,176,261	+1%
Workers Compensation Payroll	\$6,877,044	\$7,374,876	+7%

### 2018 MARKETING & RENEWAL RESULTS

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

CARRIER	RESPONSE	COMMENTS
<b>Florida Municipal Insurance Trust</b>	Quoted	Package: \$161,882 Property Deductible \$5K / 3% Named Storm Liability Deductible \$0 Auto Physical Damage Deductible \$500 WC Deductible \$0  *NOTE: FMIT has over the past several years paid a member dividend back to CFX. This dividend check to CFX is projected to be \$6,536 after the 10/1/2018 renewal is bound
<b>Public Risk Management of Florida</b>	Declined to Quote	Package: Declined to release a quote as their pricing continues to be dramatically higher than FMIT
<b>Brit – Lloyds</b>	Declined to Quote	Package: Declined to Quote. Cannot compete with current pricing based on the account size.
<b>Travelers Group</b>	Declined to Quote	Traveler's Public Entity team prefers to underwrite cities, municipalities and utilities. CFX does not fall within their underwriting guidelines.

# Central Florida Expressway Authority

## Executive Summary (Cont.)

### FMIT PACKAGE RENEWAL

Details of FMIT's offer for the 10/1/18 renewal are outlined in this proposal. The total premium for 2018 is \$161,882. The 7% increase is mainly due to exposure increases as well as current conditions in the property market.

FMIT has released their changes to Coverage Trust Agreement and the summary they provided is included within the Proposal. As in years' past, FMIT has not yet confirmed their final trust coverage agreement as it is pending Board approval. As soon as we have this information, we will provide an overview of changes to CFX.

### Package Deductible Options

Currently, the CFX FMIT package program is on guaranteed cost with the only deductible applying being a \$5,000 property deductible and \$500 comp/collision for auto physical damage coverage. FMIT has provided the below deductible options of \$5,000 and \$25,000 for the General Liability, Auto Liability, and Workers Compensation and a the option for a \$25,000 deductible for the Property.

	Option 1: As Is Deductible (Includes \$5k Property deductible/\$0 Casualty deductible)	Option 2: \$5,000 deductible – all lines	Option 3: \$25,000 deductible – all lines
Total Premium	\$161,882	\$155,052	\$138,721
Additional Paid Losses Under Deductible (2007-Present Historical Losses)	\$0	\$4,670	\$10,872
Total Cost (uses 2007-Present Claim History)	\$161,882	\$159,722	\$149,593

NOTE: FMIT only releases estimates for deductible options due to timing, but can provide exact figures if desired by CFX. Also, past claims may not predict CFX's exact future claims, therefore on the larger deductible options CFX absorbs more risk/volatility should more frequent, or severe losses occur in the future

### CYBER & PRIVACY LIABILITY

For 2018, we were able to obtain a very competitive alternative for the Authority's cyber liability program. We've included a detailed comparison of the Travelers option (your incumbent carrier) and the alternate option Chubb on the following page. The Chubb program offers comparable coverage for a significant reduction in overall rate as compared to Traveler's renewal; however, the one caveat is the maximum social engineering coverage they are able to provide is \$100,000. Travelers previously offered \$100k in 2017; however, has provided an increased \$1,000,000 option for this year.

# Central Florida Expressway Authority

## Executive Summary (Cont.)

### \$5M Options (Comparison of quoted terms provided by Travelers/Chubb)

Item	Travelers Current Limits & 18/19 Terms	Travelers Option with Increase Social Engineering Fraud Sublimit	18/19 Chubb Option
Aggregate	\$5,000,000	\$5,000,000	\$5,000,000
<b>1st Party Coverage</b>			
Security Breach Remediation and Notification Expense	\$5,000,000	\$5,000,000	\$5,000,000
E-Commerce Extortion	\$5,000,000	\$5,000,000	\$5,000,000
Business Interruption and Additional Expenses	\$5,000,000	\$5,000,000	\$5,000,000
Computer Program and Electronic Data Restoration Expenses	\$5,000,000	\$5,000,000	\$5,000,000
PCI	\$5,000,000	\$5,000,000	\$5,000,000
Crisis Management Event Expenses	\$5,000,000	\$5,000,000	Included
<b>3rd Party Coverage</b>			
Network and Information Security	\$5,000,000	\$5,000,000	\$5,000,000
Communication and Media Liability	\$5,000,000	\$5,000,000	\$5,000,000
Regulatory Defense Expenses	\$5,000,000	\$5,000,000	\$5,000,000
<b>Social Engineering Fraud</b>			
	\$100,000	<b>\$1,000,000</b>	\$100,000
Amend Other Insurance Endorsement (Primary Coverage)	Yes	Yes	Yes/More Restrictive Terms
<b>Retention &amp; Premium</b>			
Retention	\$35,000	\$35,000	<b>\$25,000</b>
Business Interruption and Additional Expenses Waiting Period	8 Hours	8 Hours	8 Hours
<b>Premium</b>	<b>\$39,572</b>	<b>\$40,555</b>	<b>\$24,516</b>
Extended Reporting Period (12 Months)	75%	75%	100%
Retro Date	10/1/2012	10/1/2012	Full Prior Acts
Continuity Date	10/1/2012	10/1/2012	10/1/2018
Commission	0%	0%	0%

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

**Chris Connelly**

**Maura Jordan**

Tuesday 7/25/2018

# Central Florida Expressway Authority

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# Central Florida Expressway Authority

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## Marketplace Review

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

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
<b>Florida Municipal Insurance Trust</b>	Package	Recommended Quote	\$161,882.00
<b>The Travelers Companies, Inc.</b>	Package	Declined to Quote - No Market for this Type of Business	n/a
<b>Brit Global Specialty USA</b>	Package	Declined to Quote Based on Account Size	n/a
<b>National Union Fire Insurance Company of Pittsburgh PA (AIG)</b>	Cyber Liability	Quoted	\$64,018.00
<b>ACE American Insurance Company (Chubb)</b>	Cyber Liability	Recommended Quote	\$24,516.00
<b>Travelers Casualty and Surety Co of America</b>	Cyber Liability	Quoted	\$39,572.00



# Central Florida Expressway Authority

## Premium Summary

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

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST	PROPOSED PROGRAM(S)		
		Florida Municipal Insurance Trust/Travelers Casualty and Surety Co of America	FMIT/Travelers Option Per Expiring (Includes \$5K Property Deductible/\$0 Casualty Deductible)	FMIT/Travelers Option 2: (Includes \$5K Property Deductible/\$0 Casualty Deductible) Cyber Includes Increased Social Engineering Fraud Sublimit	FMIT/ ACE American Insurance Company (ACE/Chubb) (Includes \$5K Property Deductible/\$0 Casualty Deductible)
<b>Package</b>	Premium	-	\$161,882.00	\$161,882.00	\$161,882.00
	Total Fees	-	-	-	-
	<b>Estimated Cost</b>	<b>\$152,691.00</b>	<b>\$161,882.00</b>	<b>\$161,882.00</b>	<b>\$161,882.00</b>
	Annualized Cost	-	-	-	-
	TRIA Premium	Included	Included	Included	Included
<b>Cyber Liability</b>	Premium	-	\$39,572.00	\$40,555.00	\$24,516.00
	Total Fees	-	-	-	-
	<b>Estimated Cost</b>	<b>\$42,241.00</b>	<b>\$39,572.00</b>	<b>\$40,555.00</b>	<b>\$24,516.00</b>
	TRIA Premium	-	-	-	-
<b>Total Estimated Program Cost</b>	<b>\$194,932.00</b>	<b>\$201,454.00</b>	<b>\$202,437.00</b>	<b>\$186,398.00</b>	

Quote from Florida Municipal Insurance Trust (Florida Municipal Insurance Trust) is valid until 10/1/2018  
 Quote from ACE American Insurance Company (ACE Group) is valid until 10/1/2018  
 Quote from Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.) is valid until 10/1/2018

Gallagher is responsible for the placement of the following lines of coverage:  
**Package**  
**Cyber Liability**  
**Property – Bridges**

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

**CONSENT AGENDA ITEM  
#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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



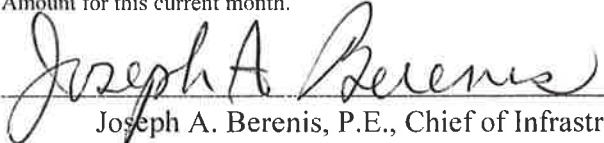
DATE: July 23, 2018

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 (\$) August 2018	Total Amount (\$) to Date*	Time Increase or Decrease
599-732A	Kenyon & Partners, Inc.	SR 408/SR 429 Toll Plaza Air Conditioner Replacements	\$ 592,735.00	\$ -	\$ (35,426.00)	\$ 557,309.00	0
599-632	Traffic Control Products	Systemwide E-ZPass Signage Installation	\$ 101,500.00	\$ -	\$ (201.00)	\$ 101,299.00	0
417-744	Tecta America Southeast, LLC	Roof Replacement for Toll Plazas on SR 417	\$ 609,562.00	\$ (49,380.00)	\$ (26,256.79)	\$ 533,925.21	0
408-127	The Lane Construction Corp.	SR 408 Widening, Hiwassee Rd. to Good Homes Rd.	\$ 23,569,000.00	\$ 828,127.12	\$ 19,526.98	\$ 24,416,654.10	0
408-742B	Preferred Materials, Inc.	SR 408 Milling & Resurfacing, Ortman Dr. to Westmoreland Dr.	\$ 3,787,806.15	\$ -	\$ 282,229.60	\$ 4,070,035.75	0
528-313	The Lane Construction Corp.	SR 528/Innovation Way Interchange	\$ 62,452,032.01	\$ (217,057.06)	\$ 85,841.54	\$ 62,320,816.49	0
253F	The Lane Construction Corp.	SR 408/SR 417 Interchange Improvements Phase I	\$ 36,744,623.00	\$ 197,477.51	\$ (558,625.32)	\$ 36,383,475.19	0
<b>TOTAL</b>					<b>\$</b>	<b>(232,910.99)</b>	

\* Includes Requested Amount for this current month.

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

**Contract 599-732A: SR 408/SR 429 Toll Plaza Air Conditioner Replacements**  
**Kenyon & Partners, Inc.**  
**SA 599-732A-0818-01**

Additional Rooftop Heat Pump at Forest Lake

An additional 1.5 ton rooftop heat pump was required at the Forest Lake toll facility to maintain the required temperature at each of reload lanes 3 and 10.

ADD THE FOLLOWING:

Additional 1.5 Ton Heat Pump Rooftop at Forest Lake, Lane 3 & 10	\$	12,058.00
--	----	-----------

Adjustments to Final Quantities for Completed Contract Items

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

DECREASE THE FOLLOWING:

Work Order Allowance	\$	(42,484.00)
Allowance for Disputes Review Board	\$	<u>(5,000.00)</u>
	\$	(47,484.00)

<b><u>TOTAL AMOUNT FOR PROJECT 599-732A</u></b>	<b>\$</b>	<b><u>(35,426.00)</u></b>
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**Contract 599-632: Systemwide E-ZPass Signage Installation  
Traffic Control Products  
SA 599-632-0818-01**

Adjustment to Final Quantities for Completed Contract Items

Decrease the existing pay item to reflect the changes made to the contract.

DECREASE THE FOLLOWING ITEM:

Work Order Allowance

\$ (201.00)

**TOTAL AMOUNT FOR PROJECT 599-632**

**\$ (201.00)**

**Contract 417-744: Roof Replacements for Toll Plazas on SR 417**  
**Tecta America Southeast, LLC**  
**SA 5417-744-0818-002**

Adjustment to Final Quantities for Completed Contract Items

Decrease the Work Order Allowance to reflect the actual expenditure under the contract.

DECREASE THE FOLLOWING ITEM:

Work Order Allowance

\$ (26,256.79)

**TOTAL AMOUNT FOR PROJECT 417-744**

**\$ (26,256.79)**

**Contract 408-127: SR 408 Widening, Hiawassee Rd. to Good Homes Rd.  
The Lane Construction Corp.  
SA 408-127-0818-07**

Bridge Drainage Revision

A revision to the bridge drainage design was required to facilitate a connection to the existing drainage system at the limits of the bridge widening.

ADD THE FOLLOWING ITEM:

Bridge Drainage Revision	\$	19,526.98
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<b><u>TOTAL AMOUNT FOR PROJECT 408-127</u></b>	<b>\$</b>	<b><u>19,526.98</u></b>
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**Contract 408-742B: SR 408 Milling & Resurfacing, Ortman Dr. to Westmoreland Dr.  
Preferred Materials, Inc.  
SA 417-744-0818-01**

Plan Rev 1: Correct Existing Pavement

The Engineer issued Plan Revision 1 to address areas requiring additional attention than what was provided for in the Contract.

ADD THE FOLLOWING ITEMS:

Full Depth Asphalt Replacement, LS Operation	\$	88,157.76
Milling Existing Asphalt Pavement, 3 1/4" Avg. Depth	\$	29,561.44
Milling Existing Asphalt Pavement, 5 1/2" Avg. Depth	\$	9,888.75
Milling Existing Asphalt Pavement, 6" Avg. Depth	\$	5,283.20
	\$	<u>132,891.15</u>

INCREASE THE FOLLOWING ITEM:

Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	157,563.73
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DECREASE THE FOLLOWING ITEM:

Milling Existing Asphalt Pavement, 2 1/4" Avg. Depth	\$	(15,425.28)
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Subtotal: Plan Rev 1	\$	275,029.60
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Adjustment to Pay Item Quantity

Increase pay item quantity to match quantity depicted in the plans.

INCREASE THE FOLLOWING ITEM:

Fiber Optic Conduit, Black Steel Pipe Schedule 40, 6", F&I, Trench or Plow	\$	7,200.00
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**TOTAL AMOUNT FOR PROJECT 408-742B** **\$ 282,229.60**



**Contract 528-313: SR 528/Innovation Way Interchange**  
**The Lane Construction Corp.**  
**SA 528-313-0818-12**

Adjustments to Final Quantities for Completed Contract Items

ADD THE FOLLOWING ITEMS:

Optional Base, Base Group 01, Thickness Adjustment	\$	1,976.00
Optional Base, Base Group 02, B-12.5 Only, Thickness Adjustment	\$	1,210.00
Optional Base, Base Group 02, B-12.5 Only, CPF Adjustment	\$	(249.48)
Optional Base, Base Group 04, Thickness Adjustment	\$	682.00
Optional Base, Base Group 05, B-12.5 Only, Thickness Adjustment	\$	5,064.00
Optional Base, Base Group 05, B-12.5 Only, CPF Adjustment	\$	(3,238.56)
Optional Base, Base Group 06, Thickness Adjustment	\$	4,784.00
Optional Base, Base Group 09, B-12.5 Only, Thickness Adjustment	\$	3,741.00
Optional Base, Base Group 09, B-12.5 Only, CPF Adjustment	\$	239.83
Optional Base, Base Group 11, B-12.5 Only, Thickness Adjustment	\$	8,320.00
Optional Base, Base Group 11, B-12.5 Only, CPF Adjustment	\$	(9,829.20)
Optional Base, Base Group 12, Thickness Adjustment	\$	9,765.00
Superpave Asphalt Concrete, Traffic C, CPF Adjustment	\$	14,145.81
Superpave Asphalt Concrete, Traffic C, PG 76-22, PMA-CPF Adjustment	\$	(8,732.59)
Superpave Asphalt Concrete, Traffic D, PG 76-22, PMA-CPF Adjustment	\$	26,607.65
Asphalt Concrete Friction Course incl. Bit, FC-5, PG 76-22, PMA-CPF Adj.	\$	12,783.38
Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, PMA-CPF Adj.	\$	(1,099.30)
Asphalt Concrete Friction Course, Traffic C, FC-12.5, ARB-CPF Adjustment	\$	10,584.30
	\$	<u>76,753.84</u>

INCREASE THE FOLLOWING ITEMS:

Milling Existing Asphalt Pavment, 2" Avg Depth	\$	7,566.00
Superpave Asphalt Concrete, Traffic C	\$	1,872.00
Superpave Asphalt Concrete, Traffic D, PG 76-22, PMA	\$	13,428.00
Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, PMA	\$	69,673.00
Asphalt Concrete Friction Course, Traffic C, FC-12.5, ARB	\$	28,623.50
Pipe Culvert, RCP, Round, 42" S/CD	\$	12,250.00
Shoulder Concrete Barrier Wall, Rigid, Shoulder	\$	16,000.00

Detectable Warnings	\$	6,725.00
Riprap, Rubble, F&I, Ditch Lining	\$	11,650.00
Guardrail, Roadway	\$	68.00
Guardrail, Bridge Anchorage Assembly, F&I	\$	9,000.00
Guardrail End Anchorage Assembly, Type II	\$	1,500.00
Fence Gate, Type B, Single, 12.1-18.0' Opening w/ Black Vinyl Coating	\$	2,200.00
Performance Turf, Sod	\$	15,828.80
Fiber Optic Cable, F&I, Underground, 12 Fibers	\$	43.20
Fiber Optic Connection, Splice	\$	768.00
Fiber Optic Cable, 72 Strand Fiber, F&I	\$	1,073.10
Pull & Splice Box, F&I, 13x24" Cover Size	\$	4,089.00
Fiber Optic Conduit, 2-1" HDPE/SDR II, Trench or Plow	\$	66.50
Fiber Optic Conduit, 2-2" HDPE/SDR II, F&I, Trench or Plow	\$	462.00
Fiber Optic HDPE/SDR II Outer Duct w/ 4-1", F&I, Direct Bore	\$	10,710.00
Fiber Optic HDPE/SDR II Outer Duct w/ 9-1", F&I, Direct Bore	\$	24,319.50
Traffic Monitoring Station, Pole Mounted, F&I	\$	9,626.00
Terminal Server, F&I	\$	1,028.00
Single Post Sign, F&I, GM, <12 SF	\$	389.00
Single Post Sign, F&I, GM, 12-20 SF	\$	1,667.00
Linear Delineation System	\$	1,650.00
Retro-Reflective Pavement Marker	\$	564.00
Thermoplastic, Standard, White, Solid, 24"	\$	10,120.00
Thermoplastic, Standard, White, Message	\$	2,200.00
Thermoplastic, Standard, White, Arrows	\$	1,105.00
Thermoplastic, Standard, White, Skip, 6"	\$	175.56
Lighting Conductors, F&I, #10 or Less	\$	3.30
Lighting Conductors, F&I, #8 to #6	\$	4,271.10
Conductors, F&I, Insulated, #1	\$	2,502.50
	\$	<u>273,217.06</u>

DECREASE THE FOLLOWING ITEMS:

Type B Stabilization	\$	(20,729.00)
Optional Base, Base Group 01	\$	(8.00)
Soil Cement Base, Base Group 01, 12" 300 PSI w/ Prime	\$	(17.50)
Optional Base, Base Group 04	\$	(41,635.00)
Optional Base, Base Group 12	\$	(6.30)
Superpave Asphalt Concrete, Traffic C, PG 76-22, PMA	\$	(12,886.00)
Asphalt Concrete Friction Course incl. Bit, FC-5, PG 76-22, PMA	\$	(36,365.10)
Pipe Culvert, Steel Casing, Round, 42" S/CD	\$	(89,072.00)
Pipe Culvert, RCP, Round, 48" S/CD	\$	(11,550.00)
Conduit, F&I, Open Trench	\$	(999.60)
Fiber Optic Cable, F&I, Underground, 72 Fibers	\$	(80.50)
Fiber Optic Cable, 12 Strand Fiber, F&I	\$	(1,147.50)
Fiber Optic Splice Enclosure, 288 Splice, F&I	\$	(1,471.00)
Pull Box, F&I	\$	(4,998.00)
Pull Box, Surface Mounted, F&I	\$	(2,260.00)
Small Fiber Optic Pull Box, F&I	\$	(1,593.00)
Fiber Optic Conduit, 4-1" HDPE/SDR II, Trench or Plow	\$	(308.00)
Fiber Optic Conduit, 9-1" HDPE/SDR II, Trench or Plow	\$	(3,108.00)
Fiber Optic Conduit, 1-2" HDPE/SDR II, Trench or Plow	\$	(502.25)
Fiber Optic Conduit, 1-2" HDPE/SDR II, Direct Bore	\$	(73.00)
Fiber Optic Conduit, 1-2" HDPE/SDR II, F&I, Wall Mount	\$	(1,627.50)
Fiber Optic Conduit, 1-2" HDPE/SDR II, F&I, Bridge Mount	\$	(1,631.00)
Fiber Optic Conduit, 2-2" HDPE/SDR II, F&I, Direct Bore	\$	(1,160.00)
Fiber Optic HDPE/SDR II Outer Duct w/ 2-1", F&I, Direct Bore	\$	(405.00)
Fiber Optic HDPE/SDR II BRFG Outer Duct w/ 4-1", F&I, Bridge Mount	\$	(23,400.00)
Fiber Optic HDPE/SDR II BRFG Outer Duct w/ 4-1", F&I, Wall Mount	\$	(9,940.00)
Electrical Service Wire, F&I	\$	(997.50)
Single Post Sign, Relocate	\$	(181.00)
Thermoplastic, Standard, White, Solid, 12"	\$	(2,301.00)
Thermoplastic, Standard, White, Solid, 18"	\$	(5,992.50)
Thermoplastic, Standard, White, Solid, 6"	\$	(1,784.80)
Thermoplastic, Standard, Yellow, Skip, 8"	\$	(27.20)

Pavement Marking, Preformed Tape, HP, White, Solid, 18"	\$	(448.50)
Lighting Conductors, F&I, #4 to #2	\$	(676.80)
Conductors, F&I, Insulated, #6	\$	(86.25)
Tubular Route Marker, Fiber	\$	(240.00)
Tubular Route Marker, Power	\$	(240.00)
Work Order Allowance	\$	(92,843.67)
Allowance for Disputes Review Board	\$	<u>(17,000.00)</u>
	\$	(389,792.47)
Subtotal: Adjustments to Final Quantities for Completed Contract Items	\$	(39,821.57)

Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of January 2018 - May 2018. Monthly adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of January 2018 - May 2018, \$6,026,312.49 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Index Adjustments: January 2018 - May 2018	\$	105,724.77
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Bituminous Price Index Adjustments

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

ADD THE FOLLOWING ITEMS:

Bituminous Index Adjustments: July 2016 - May 2018	\$	14,652.34
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Wall Finish Revision

Revise the concrete finish of the barrier and pedestrian wall in order to maintain continuity with adjacent systemwide bridge features.

ADD THE FOLLOWING ITEM:

Barrier/Pedestrian Wall Finish Revision	\$	5,286.00
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<b><u>TOTAL AMOUNT FOR PROJECT 528-313</u></b>	<b>\$</b>	<b><u>85,841.54</u></b>
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**Contract 253F: SR 408/SR 417 Interchange Improvements Phase I**  
**The Lane Construction Corp.**  
**SA 253F-0818-010**

Liquidated Damages

The contract contains a provision to assess the Contractor for liquidated damages when the contract work is not completed within the authorized timeframe.

ADD THE FOLLOWING ITEM:

Liquidated Damages \$ (582,500.00)

Bridge Transition Repairs

Compensate the Contractor for extra work required to improve ride quality at 14 approach and departure locations for the SR 417 bridges over Econlockhatchee Trail and Lake Underhill Road by profiling the top 1.5" of existing concrete approach slabs that settled and overlaying it with asphalt.

ADD THE FOLLOWING ITEM:

Bridge Approach/Departure Transition Repairs \$ 214,843.35

Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of January 2017 to March 2018. Monthly adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. During this period of time \$17,621,623.59 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: January 2017 to March 2018 \$ 12,598.14

Bituminous Price Index Adjustments

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

ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: March 2017 to March 2018 \$ (60,436.47)

Adjustments to Final Quantities for Completed Contract Items

Adjusted quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

INCREASE THE FOLLOWING ITEMS:

PORTABLE CHANGEABLE MESSAGE SIGN (TEMP)	\$	407.00
MILLING EXISTING ASPHALT PAVT (3 1/4" AVG DEPTH)	\$	1,294.88
SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	\$	31,942.10
SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC D)	\$	606,704.00
SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22)	\$	11,252.00

ASPHALT CONCRETE FRICTION COURSE - FC-5 (PG 76-22) (BLACK GRANITE)	\$	41,592.00
ASPHALT CONCRETE FRICTION COURSE - TRAFFIC C / RUBBER, FC-9.5	\$	1,923.75
MISCELLANEOUS ASPHALT PAVEMENT (100 LB/SY)	\$	31,566.15
REINFORCING STEEL (SUPERSTRUCTURE)	\$	188.00
DESILTING PIPE, 0 - 24"	\$	117.00
DESILTING PIPE, 25 - 36"	\$	400.00
DESILTING PIPE, 37 - 48"	\$	253.00
PIPE CULVERT (STEEL CASING) (STORM AND CROSS DRAIN) (ROUND) (18")	\$	728.90
VIDEO TAPE EXISTING DRAINAGE STRUCTURES	\$	219.75
BRIDGE DECK EXPANSION JOINT, NEW (POURED)	\$	1,452.00
BRIDGE DECK EXPANSION JOINT, REHAB (POURED)	\$	6,401.00
MEDIAN CONCRETE BARRIER WALL	\$	11,336.00
SHOULDER CONCRETE BARRIER WALL, RIGID-SHOULDER	\$	1,500.00
GUARDRAIL (ROADWAY)	\$	45.00
GUARDRAIL (DOUBLEFACE) (ROADWAY)	\$	675.00
GUARDRAIL (REMOVAL)	\$	52.00
GUARDRAIL END ANCHORAGE ASSEMBLY - FLARED	\$	2,100.00
RETAINING WALL SYSTEM (TEMPORARY)	\$	6,960.00
PERFORMANCE TURF, SOD	\$	16,165.65
CONDUIT (F&I) (OPEN TRENCH)	\$	9,660.00
FIBER OPTIC CABLE (SINGLE MODE, 12 FIBER) (F&I)	\$	1,461.60
F.O. SPLICE ENCLOSURE (72 SPLICE) (F&I)	\$	2,000.00
EXIST. F.O. SPLICE ENCLOSURE RE-ENTRY (INSTALL)	\$	750.00
PULL BOX (F&I)	\$	700.00
SMALL FIBER OPTIC PULL BOX (F&I)	\$	1,000.00
F.O.C., 1-2" HDPE/SDR 11 (TRENCH OR PLOW) (F&I)	\$	2,360.00
1-2" HDPE/SDR 11 (BORE) (F&I)	\$	6,120.00
F.O.C., 4" BSP W/1-2" HDPE/SDR 11 (BORE) (F&I)	\$	1,328.00
F.O.C., 6" BSP W/9-1" HDPE/SDR 11 (BORE) (F&I)	\$	6,520.00
F.O.C., 6" BSP SPLIT SLEEVE (TRENCH & PLOW) (F&I)	\$	450.00
ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	\$	750.00
FIBER OPTIC PATCH PANEL - 12 PORT (RELOCATE)	\$	300.00
CUT-TO-LENGTH FIBER OPTIC JUMPER (RELOCATE)	\$	1,200.00
POLE REMOVAL, SHALLOW, DIRECT BURIAL	\$	1,100.00
SINGLE POST SIGN, F&I, 12-20 SF	\$	2,000.00
MULTI-POST SIGN, F&I, GROUND MOUNT, 21-50 SF	\$	4,300.00
SIGN PANELS, OVERLAY, 16-100SF	\$	2,750.00
THERMOPLASTIC, STD. OPEN GRADED, WHITE, SOLID, 6"	\$	928.80
THERMOPLASTIC, STD. OPEN GRADED, YELLOW, SOLID, 6"	\$	129.60
LIGHTING CONDUCTORS, (F&I), INSUL. NO. 8-6	\$	8,873.00
LIGHTING CONDUCTORS, (F&I), INSUL. NO. 4-2	\$	25,241.60

LIGHTING-CONDUCTORS (REMOVE & DISPOSE)	\$	86.60
CONDUCTORS (F&I) (INSULATED) #12 AWG	\$	36.00
CONDUCTORS (F&I) (INSULATED) #6 AWG	\$	220.00
LIGHT POLE COMPLETE (F&I) (130) (45)	\$	4,100.00
LIGHT POLE COMPLETE (F&I) (130) (45)	\$	554.96
LIGHT POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	\$	1,325.00
COMPOSITE CABLE	\$	130.00
ALLOWANCE FOR DISPUTES REVIEW BOARD	\$	26,000.00
	\$	<u>887,650.34</u>

DECREASE THE FOLLOWING ITEMS:

REGULAR EXCAVATION	\$	(720.00)
EMBANKMENT	\$	(5,957.00)
STABILIZATION TYPE B	\$	(256.75)
BASE, BASE GROUP 2 (5" LIMEROCK LBR 100)	\$	(688.60)
BASE, BASE GROUP 9 (10" LIMEROCK LBR 100)	\$	(1,539.00)
SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC D) (PG 76-22)	\$	(607,618.10)
CONCRETE CLASS II (APPROACH SLABS)	\$	(16,345.00)
BRIDGE DECK GROOVING AND PLANING	\$	(7,935.58)
REINFORCING STEEL (SUBSTRUCTURE)	\$	(708.80)
REINFORCING STEEL (APPROACH SLABS)	\$	(7,591.20)
STEEL SHEET PILING (TEMPORARY - CRITICAL)	\$	(246,698.00)
BRIDGE DECK EXPANSION JOINT, NEW (STRIP SEAL JOINT SYSTEM)	\$	(34,800.00)
BRIDGE DECK EXPANSION JOINT, REHAB (STRIP SEAL JOINT SYSTEM)	\$	(62,280.00)
POLYETHYLENE SHEETING ON CONCRETE PILES	\$	(75.60)
CONCRETE CURB & GUTTER, TYPE F	\$	(384.00)
CONCRETE TRAFFIC RAILING, BRIDGE (32" F-SHAPE)	\$	(4,840.00)
CONCRETE TRAFFIC RAILING BARRIER WITH JUNCTION SLAB, 32" F SHAPE	\$	(6,375.00)
SOUND BARRIER-INC FOUNDATION, ARCHITECTURAL COLUMNS	\$	(25,000.00)
GUARDRAIL END ANCHORAGE ASSEMBLY - TYPE II	\$	(800.00)
RETAINING WALL SYSTEM (PERMANENT)	\$	(17,244.00)
FENCING, TYPE B, 0'-5.0', W/VINYL COATING	\$	(585.00)
INSPECTOR TRAINING FOR TRAFFIC MONITORING STATION	\$	(1,500.00)
INSPECTOR TRAINING FOR DATA COLLECTION SENSORS	\$	(2,200.00)
INSPECTOR TRAINING FOR CCTV AND CAMERA LOWERING DEVICE	\$	(3,000.00)
INSPECTOR TRAINING FOR FIBER OPTIC NETWORK	\$	(2,200.00)
INSPECTOR TRAINING FOR SYSTEM AUXILIARIES	\$	(2,200.00)
CONDUIT (F&I) (DIRECTIONAL BORE)	\$	(15.00)
FIBER OPTIC CABLE (SINGLE MODE, 72 FIBER) (F&I)	\$	(16,187.60)
TEMPORARY FIBER OPTIC CABLE (SINGLE MODE, 72 FIBER) (F&I)	\$	(1,848.00)
FIBER OPTIC SPLICE ENCLOSURE (144 SPLICE) (F&I)	\$	(2,200.00)
FIBER OPTIC FUSION SPLICE	\$	(189.00)
TEMPORARY FIBER OPTIC SPLICE	\$	(5,472.00)
LARGE FIBER OPTIC PULL BOX (F&I)	\$	(2,500.00)
TEMPORARY LARGE FIBER OPTIC PULL BOX (F&I)	\$	(3,000.00)
PULL BOX (REMOVE)	\$	(50.00)
PULL BOX (F&I) (13"X24")	\$	(650.00)
F.O.C., 2-1" HDPE/SDR 11 (TRENCH OR PLOW) (F&I)	\$	(543.75)
F.O.C., 9-1" HDPE/SDR 11 (TRENCH OR PLOW) (F&I)	\$	(2,808.00)
F.O.C., 4" BSP W/2-1" HDPE/SDR 11 (BORE) (F&I)	\$	(340.00)
TYPE 170 CABINET (POLE MOUNTED) (RELOCATE)	\$	(2,500.00)

HARDENED TERMINAL SERVER (RELOCATE)	\$ (1,500.00)
REMOTE POWER MANAGER/ENVIRONMENTAL SENSOR (F&I)	\$ (10,800.00)
UNINTERRUPTIBLE POWER SUPPLY (RELOCATE)	\$ (2,200.00)
SIGN PANEL, F&I, GROUND MOUNT, 12-20 SF	\$ (550.00)
SIGN PANEL, F&I, GROUND MOUNT, 31-50 SF	\$ (3,000.00)
DELINEATOR, FLEXIBLE TUBULAR	\$ (7,473.00)
RETRO-REFLECTIVE PAVEMENT MARKER	\$ (2,076.80)
THERMOPLASTIC, STANDARD, WHITE, SOLID, 8"	\$ (5,396.00)
THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	\$ (3,743.40)
THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	\$ (976.80)
THERMOPLASTIC, STD. OPEN GRADED, WHITE, SOLID, 9"	\$ (9,440.00)
THERMOPLASTIC, STD. OPEN GRADED, WHITE, SKIP, 9", 10'-30' SKIP	\$ (293.70)
THERMOPLASTIC, STD. OPEN GRADED, WHITE, SKIP, 12"	\$ (681.00)
THERMOPLASTIC, STD. OPEN GRADED, WHITE, SKIP, 12", 3'-9' SKIP	\$ (237.00)
PREFORMED TAPE, STD., WHITE, MESSAGE	\$ (4,000.00)
PREFORMED TAPE, STD., WHITE, ARROWS	\$ (2,400.00)
PREFORMED TAPE, HP, WHITE, SOLID, 8"	\$ (1,845.00)
PREFORMED TAPE, HP, WHITE, SOLID, 18"	\$ (3,200.00)
PREFORMED TAPE, HP, WHITE, SKIP, 12"	\$ (2,540.00)
PREFORMED TAPE, HP, YELLOW, SOLID, 6"	\$ (32,680.00)
PREFORMED TAPE, HP, YELLOW, SOLID, 8"	\$ (2,593.80)
PREFORMED TAPE, HP, YELLOW, SOLID, 18"	\$ (3,716.90)
PREFORMED TAPE, HP, WHITE/BLACK CONTRAST, SOLID, 9"	\$ (20,520.00)
PREFORMED TAPE, HP, WHITE/BLACK CONTRAST, SKIP, 9"	\$ (36,774.90)
PREFORMED TAPE, HP, WHITE/BLACK CONTRAST, SKIP, 12"	\$ (640.00)
PREFORMED TAPE, REMOVE	\$ (15,262.80)
LIGHTING CONDUCTORS, (F&I), INSUL. NO. 1-0	\$ (19,090.00)
LIGHTING CONDUCTORS, (F&I), INSUL. NO. 1/0-3/0	\$ (65,241.00)
CONDUCTORS (F&I) (INSULATED) #4 AWG	\$ (170.00)
CONDUIT 2" SCHEDULE 40 PVC (UNDERGROUND)(F&I)	\$ (1,752.00)
LIGHT POLE COMPLETE (F&I) (130) (40)	\$ (4,600.00)
LIGHT POLE COMPLETE (F&I) (130) (40)	\$ (554.96)
LUMINAIRE (F&I) (UNDERDECK) (PENDANT HUNG)	\$ (835.00)
LUMINAIRE (F&I) (UNDERDECK) (PENDANT HUNG)	\$ (378.99)
TUBULAR ROUTE MARKER (FIBER)	\$ (148.00)
WORK ORDER ALLOWANCE	\$ (264,687.22)
	\$ (1,629,843.25)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (742,192.91)

Base Thickness Adjustments

The Contract contains a provision to adjust payment based on actual thickness of roadway base constructed. The engineer has calculated the amount based on an actual thickness measurements as outlined in Specifications 285-7 and -8.

ADD THE FOLLOWING ITEM:

Base Thickness Adjustments \$ 19,404.96



Retaining Wall System Payment Reduction MSE Wall 9

The contract contains a provision to reduce payment of the retaining wall system when the allowable construction tolerances have been exceeded, and after an engineering evaluation, the wall is allowed to remain in place.

ADD THE FOLLOWING ITEM:

Retaining Wall System Payment Reduction MSE Wall 9 \$ (26,755.50)

Composite Pay Factor (CPF) Adjustments

The contract contains a provision to adjust payment of asphalt placed based on pay factors related to quality characteristics for density, air voids, asphalt binder content and gradation.

ADD THE FOLLOWING ITEM:

CPF Adjustments \$ 23,913.11

Substructure Elevation Variances

The Contractor and CFX have reached a settlement agreement that fully resolves any and all outstanding claim items related to the elevation variances at multiple substructure foundations.

ADD THE FOLLOWING ITEM:

24" Concrete Pile Driving \$ 339,000.00

MSE Walls Conflicts

The Contractor and CFX have reached a settlement agreement that fully resolves any and all outstanding claim items related to the multiple conflicts with MSE walls.

ADD THE FOLLOWING ITEM:

MSE Walls Conflicts \$ 50,000.00

MSE Wall 6 Design Elevations

The Contractor and CFX have reached a settlement agreement that fully resolves any and all outstanding claim items related to the MSE Wall 6 incorrect elevation.

ADD THE FOLLOWING ITEM:

MSE Wall 6 Design Elevations \$ 193,500.00


**TOTAL AMOUNT FOR PROJECT 253F** \$ **(558,625.32)**

**CONSENT AGENDA ITEM  
#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 20, 2018

SUBJECT: Approval of Contract Award to Elipsis Engineering & Consulting, LLC and Mehta and Associates, Inc. for CFX's Systemwide Construction Engineering and Inspection (CEI) Consultant Services  
Contract Nos. 001368 and 001406

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The Board approved on June 29, 2018, the final ranking and authorization to negotiate with Elipsis Engineering & Consulting, LLC and Mehta and Associates, Inc. for Systemwide Construction Engineering and Inspection (CEI) consultant services.

Board award of the contracts to Elipsis Engineering & Consulting, LLC (Contract No. 001368) and Mehta and Associates, Inc. (Contract No. 001406) is requested in the not-to-exceed amount of \$3,500,000.00 each for a three-year term with two (2) one-year renewal is requested.

These contracts are components of projects included in the Five-Year Work Plan.

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

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
ELIPSIS ENGINEERING & CONSULTING, LLC**

**SYSTEMWIDE CONSTRUCTION ENGINEERING AND  
INSPECTION SERVICES**

**CONTRACT NO. 001368**

**CONTRACT DATE: AUGUST 9, 2018  
CONTRACT AMOUNT: \$3,500,000.00**

**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**

**SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001368**

**AUGUST 2018**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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Agreement for Systemwide Miscellaneous CEI Services

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION  
SERVICES  
CONTRACT NO. 001368**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of August 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, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the “CFX” and Elipsis Engineering & Consulting, LLC, hereinafter called “CONSULTANT”, a Florida Limited Liability Company, registered and authorized to do business in the state of Florida, whose principal address is 530 S. Main Street, Winter Garden, FL. 34787.

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

WITNESSETH:

**1.0 SERVICES TO BE PROVIDED**

CFX does hereby retain the CONSULTANT to furnish 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 necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector’s Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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.

CFX’s 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.



The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

## 2.0 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 (1) 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.

## 3.0 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.

## 4.0 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. 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:

A2 Group, Inc.	Adaptive Consulting Engineers, LLC
AE Engineering, Inc.,	Civil Site Engineering, Inc.,
Kinard-Stone, Inc.,	Madrid Engineering Group, Inc.
Metric Engineering, Inc.	Pi Consulting Services, LLC
AECOM, Inc.	CDM Smith, Inc.
DRMP, Inc.	Eisman & Russo, Inc.
England, Thims & Miller, Inc.	EXP U.S. Services, Inc.
GPI, LLC	HNTB Corporation
Johnson, Mirmiran, & Thompson, Inc.	KCCS, Inc.
Jones, Wood & Gentry, Inc.	PRAGMA Consulting, LLC
Target Engineering Group, LLC	Transystems Corporation Consultants
Rummel, Klepper & Kahl, LLP dba RK&K	

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.

## 5.0 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 amount of \$3,500,000.00. 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 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 and determined by CFX, 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.

## 6.0 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](mailto: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 6.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 7.0 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.

#### 8.0 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 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 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.

#### 9.0 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 5.0 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 Director of Construction.

## 10.0 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 CFX's 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.

## 11.0 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 design professional 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 CFX 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 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, 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 11.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 12.0 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 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 13.0 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.

## 14.0 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.

14.1 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 Insurance Services Office (ISO) Form 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.

14.2 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.

14.3 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.

14.4 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.

## 15.0 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, 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 6.0 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.

#### 16.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the 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 be made a part of this Agreement by reference 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 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 the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

#### 17.0 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 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 18.0 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.

#### 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 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.

## 20.0 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 agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 21.0 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.”

## 22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 23.0 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.

## 24.0 AUDIT AND EXAMINATION OF RECORDS

### 24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 25.0 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 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 26.0 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: Elipsis Engineering & Consulting, LLC  
530 S. Main Street  
Winter Garden, FL. 34787  
Attn: Sarah Blake

Elipsis Engineering & Consulting, LLC  
530 S. Main Street  
Winter Garden, FL. 34787  
Attn: Chris Nolen

## 27.0 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.

## 28.0 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.

## 29.0 ASSIGNMENT

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

### 30.0 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.

### 31.0 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.

### 32.0 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 by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on August 9, 2018.

**ELIPSIS ENGINEERING & CONSULTING, LLC**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

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

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

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

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

*Approved as to form and execution, only.*

*General Counsel for CFX*

\_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

EXHIBIT A  
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

The Central Florida Expressway Authority (CFX) requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to; Senior Project Engineer, Project Administrator, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to authorized assignments. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

CFX will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, will 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 Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least 30 days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

### III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

### IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

#### A. General

It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The Consultant is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather

conditions.

The Consultant shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the construction contractor and the corrective action taken. The work provided by the Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

**B. Inspection Services**

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The Consultant shall keep detailed, accurate records of the construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX Construction Project Administration Manual (CPAM: <https://www.cfxway.com/doing-business/contractor-resources/cpam-manual/>) The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

**C. Testing**

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

**D. Management Engineering Services**

The Consultant shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.
2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.
8. Assess the need for plant testing or inspection, ensure inspectors are scheduled as needed and monitor material testing invoicing for accuracy
9. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.
10. The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the assigned project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The Consultant shall

perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the construction contractor's survey layout work on an occasional and random basis.

11. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.
12. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.
13. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.
14. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.
15. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
16. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
17. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
18. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and

maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

19. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
20. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
21. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
22. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
23. Conduct weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
24. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
25. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary



sketches, field data, and other resources required to continue the construction progress.

26. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual (<https://www.cfxway.com/doing-business/contractor-resources/ia-manual/>).

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel.

1. Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors

and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT  
CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

3. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

Qualifications:

CTQP Final Estimates Levels I & II

4. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I  
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)  
CTQP Asphalt Roadway Level I (If applicable)  
CTQP Asphalt Roadway Level II (If applicable)  
CTQP Earthwork Construction Inspection Level I  
CTQP Earthwork Construction Inspection Level II  
CTQP Pile Driving Inspection (If applicable)  
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)  
CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)  
FDOT Intermediate MOT  
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

5. Resident Compliance Specialist

Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

6. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in

progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

7. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I  
CTQP Asphalt Plant Level II  
CTQP Final Estimates Level I

Certifications:

None

8. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

9. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

10. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

11. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

12. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

13. Environmental Specialist

A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

14. Geotechnical Engineer

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) CFX or FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportations. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

15. Geotechnical Technician

Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) CFX or FDOT bridge projects.

Qualifications:

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection

16. Public Information Officer

High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

17. Utility Coordinator

High school graduate or equivalent and be knowledgeable of CFX's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with CFX or FDOT Standards, policies, procedures, and agreements.

18. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

19. ITS Inspector

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.



## B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. **Organization:** A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. **Quality Reviews:** The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
3. **Quality Records:** The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.
4. **Control of Subconsultants and Vendors:** The Consultant shall detail the methods used to control subconsultants and vendor quality.
5. **Quality Assurance Certification:** An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
6. **Quality Records:** The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

## VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Policy and Procedures Manual.
- H. CFX standardized forms to be used with documentation and reporting procedures.
- I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

#### VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.

- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.
- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.
- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.

- T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned project. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by CFX. The Consultant shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or

assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.

- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.
- D. Increase the scope and frequency of training conducted by the Consultant.

#### XI. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

Subconsultant services will be paid in accordance with Exhibit B.

#### XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract, but may be required to supplement the Consultant's services under the Contract.

- A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.
- B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).
- C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

#### XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, the Consultant shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Contract.

#### XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted in hard copy formats with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by CFX.

#### XV. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

#### XVI. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit B.

END OF SCOPE

**EXHIBIT B**

**METHOD OF COMPENSATION**

EXHIBIT "B"  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001368

METHOD OF COMPENSATION

I. PURPOSE:

This Exhibit defines the limits of compensation to be made to the Consultant for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

II. ASSIGNMENT OF WORK:

For satisfactory completion of the services authorized under the Agreement, the Authority will pay the Consultant a Total Maximum Limiting Amount not to exceed \$3,500,000.00 for the initial three (3) year term of the Agreement.

This is a task assignment type of agreement. The Authority will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each assignment based on the hourly rates negotiated with the Consultant and included as part of this Method of Compensation. Services to be provided on each task assignment will be initiated and completed as directed by the Authority's Director of Construction or his designee.

Once the personnel to be assigned by the Consultant and the fee have been agreed upon, a "Letter of Authorization" shall be issued by the Director of Construction specifying the work to be done and the agreed maximum limiting compensation.

No work shall commence by the Consultant on a project until the Consultant has received a letter of authorization from the Authority and has accepted the authorization in writing.

III. NEGOTIATIONS:

- A. The Authority and the Consultant shall negotiate and establish a maximum limiting amount for each task assignment. The schedule of rates listed in Exhibit "C", shall be used for establishing compensation. In the event a personnel classification is required by the Consultant for performance of the services and such classification is not set forth in Exhibit "C", such personnel classification may be added to Exhibit "C" by written amendment if mutually agreed to by both parties.
- B. The basis for establishing the maximum limiting amount for each assignment shall



consist of the estimated manhour effort required for performance of the services at approved hourly wage rates, not to exceed those hourly wage rates established in Exhibit "C". In the event a position is vacant, the maximum hourly rate for the classification as shown in Exhibit "C" shall be used for the purpose of establishing the maximum limiting amount.

- C. It shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the maximum limiting amounts established for each assigned task to complete authorized services. Changes in the Maximum Limiting Amount will require execution of and amendment of a Letter of Authorization. The Consultant shall not be obligated to perform services or incur costs which would result in exceeding the Maximum Limiting Amount for each assigned task, nor shall the Authority be obligated to reimburse the Consultant for costs or make fee payments which result in exceeding the Maximum Limiting Amount, except to the extent said amount is, by mutual agreement, increased by an amendment.

#### IV. COMPENSATION:

All costs are subject to approval by the Authority who will reimburse the Consultant for all reasonable, allocable and allowable costs. The reasonableness, allowability and allocability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) the Agreement; (2) Federal Acquisitions Regulation 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 applicable federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations, OMB circulars and Federal Procurement Regulations are hereby incorporated in and made a part of this Agreement.

The Consultant will be compensated for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and fringe benefits of Corporate Officers and Principles when expended in the performance of indirect functions. 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 actual hourly rate paid for an employee's services on a project. Straight time costs shall be the actual hourly rate paid to an employee based on a forty (40) hour workweek. Unless otherwise agreed to by the Authority, the Authority will not compensate straight overtime or premium overtime for the positions of Senior Project Manager, Project Administrator, Assistant Project Administrator and Contract Support Specialist. Otherwise, overtime costs shall be the salary costs paid to an employee for work exceeding a forty (40) hour work week.

Compensation for straight time salary costs and overtime shall be made to the Consultant on the basis of negotiated hourly rates. Straight time salary costs shall not exceed the rates established in Exhibit "C", attached hereto and made a part hereof.

The Consultant shall not invoice for vacation, holiday and sick time used by its personnel on the project.

All material sampling and testing of materials and components incorporated into the work shall be reimbursed to the Consultant as set forth in the maximum allowance in Exhibit "C". Invoices, receipts, etc., shall support the actual cost for all material sampling and testing.

The Consultant shall be reimbursed for subconsultant costs incurred at the hourly rates shown in Exhibit "C".

to The Contract does not contain any rate escalation provision. Unless otherwise agreed to by the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, the Authority will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiation of that rate may occur if both parties agree to do so. Any adjustment of Billable Rates will become effective only after execution of a contract amendment by the Authority.

V. PROVISIONS FOR PAYMENT:

For each project authorized by a work authorization, the Consultant shall prepare and submit two (2) copies of a progress payment invoice no later than the fifth day of each month to assure Authority approval at the regularly scheduled Board meeting. Progress payment invoices shall be supported by such detail cost information as may be required by the Authority to substantiate the charges being invoiced, and in a format acceptable to the Authority.

Bills for compensation for services or expenses shall be submitted to the Authority in detail sufficient for a proper pre-audit and post audit thereof.

The Consultant shall promptly pay all subconsultant(s) their proportionate share of payments received from the Authority.

VI. RETAINAGE:

No retainage will be withheld from payments to the Consultant.

VII. PROJECT CLOSEOUT:

A. Final Audit:

The Authority may perform or have performed, a final audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit would be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Agreement are subsequently properly disallowed by the Authority because of accounting error or changes not in conformity with the Agreement, the Consultant agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due to Consultant under any contracts between the Authority and the Consultant, an amount sufficient to satisfy any amount due and owing the Authority by the Consultant under the Agreement. Payment to the Consultant shall be adjusted for audit results.

B. 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 the Authority for the overpayment, provided the net difference is not zero.

END OF METHOD OF COMPENSATION

**EXHIBIT C**

**DETAILS OF COST AND FEES**

**EXHIBIT D**

**PROJECT ORGANIZATION CHART**

**TEAM ORGANIZATIONAL CHART**

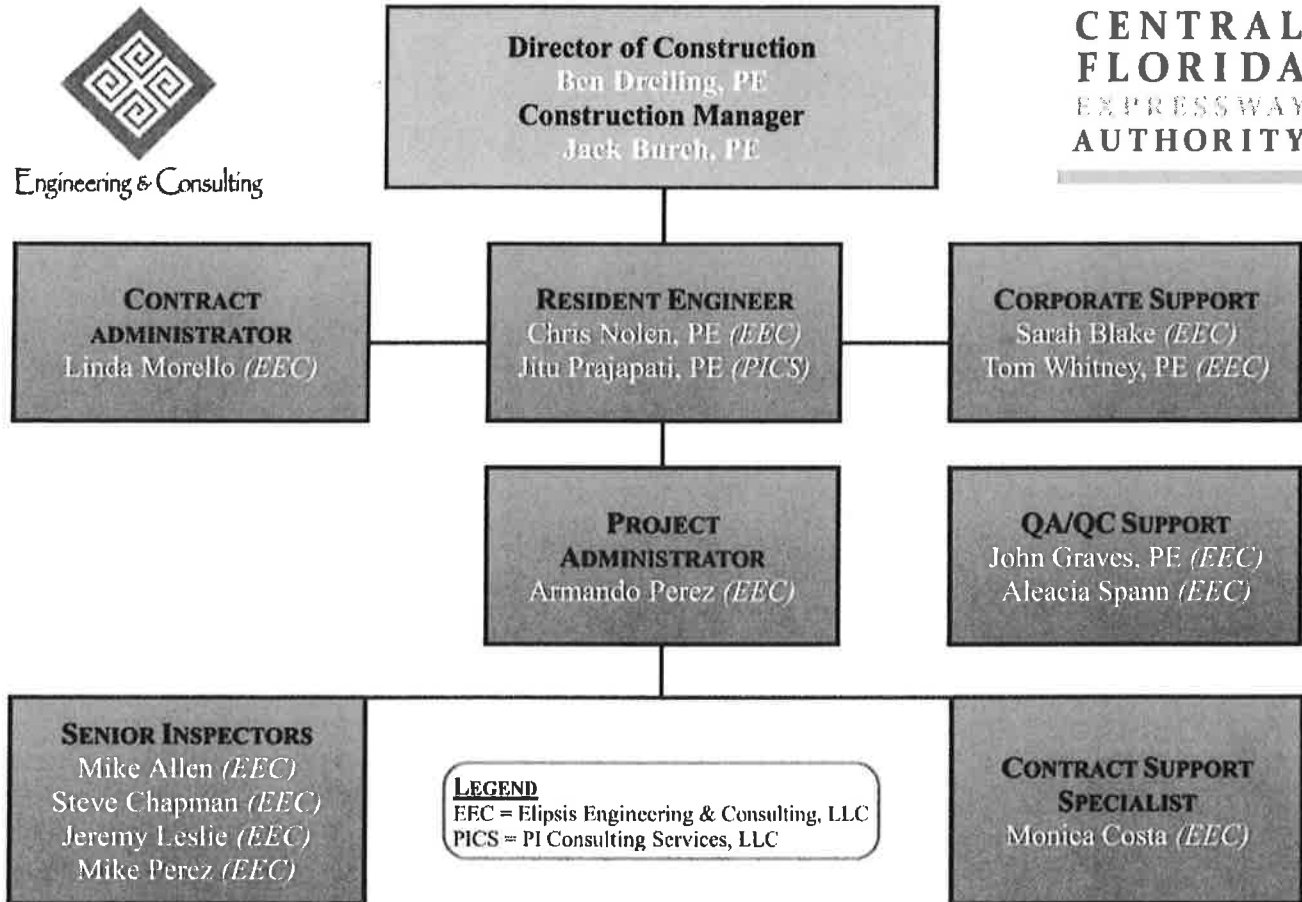
**EXHIBIT 4.1**

**ELIPSIS**



Engineering & Consulting

**CENTRAL  
 FLORIDA  
 EXPRESSWAY  
 AUTHORITY**



**LEGEND**  
 EEC = Elipsis Engineering & Consulting, LLC  
 PICS = PI Consulting Services, LLC

<b>ADDITIONAL RESOURCES</b>		* M/W/DBE's
A2 Group *	England Thims & Miller	Madrid Engineering Group *
Adaptive Consulting*	EXP U.S. Services Inc.	Metric Engineering *
AE Engineering, Inc *	GPI	PI Consulting Services LLC *
AECOM	HNTB	PRAGMA
CDM Smith	Johnson Mirmiran & Thompson	RK&K
Civil Site Engineering *	Jones, Wood, & Gentry Inc.	Target Engineering Group
DRMP	KCCS, Inc.	TranSystems
Eisman-Russo	Kinard Stone *	



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The text suggests that a systematic approach to record-keeping is essential for identifying trends and making informed decisions.

In the second section, the author addresses the challenges of managing multiple accounts and ensuring that all payments are made on time. It highlights the need for a clear schedule and the use of reminders to avoid late payments, which can result in penalties and damage to the company's credit rating. The text also mentions the importance of reconciling accounts regularly to catch any discrepancies early on.

The third part of the document focuses on the role of technology in modern accounting. It discusses how software solutions can streamline the process of data entry, calculation, and reporting. The author notes that while technology offers many benefits, it is crucial to choose a reliable and secure system that meets the specific needs of the business. Additionally, the text touches upon the importance of data backup and security measures to protect sensitive financial information.

Finally, the document concludes with a summary of key points and a call to action. It encourages business owners to take a proactive approach to their financial management, staying organized and up-to-date with their records. The author stresses that consistent and accurate record-keeping is the foundation of a successful and sustainable business.

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
MEHTA AND ASSOCIATES, INC.**

**SYSTEMWIDE CONSTRUCTION ENGINEERING AND  
INSPECTION SERVICES**

**CONTRACT NO. 001406**

**CONTRACT DATE: AUGUST 9, 2018  
CONTRACT AMOUNT: \$3,500,000.00**

**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**

**SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001406**

**AUGUST 2018**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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Agreement for Systemwide Miscellaneous CEI Services

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION  
SERVICES  
CONTRACT NO. 001406**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of August 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, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the “CFX” and Mehta and Associates, Inc., hereinafter called “CONSULTANT”, a Florida Profit Corporation, registered and authorized to do business in the state of Florida, whose principal address is One Purlieu Place, Suite 100, Winter Park, FL. 32792.

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

WITNESSETH:

**1.0 SERVICES TO BE PROVIDED**

CFX does hereby retain the CONSULTANT to furnish 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 necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector’s Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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.

CFX’s 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.

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

## 2.0 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 (2) 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.

## 3.0 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.

## 4.0 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. 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:

A2 Group, Inc.	Adaptive Consulting Engineers, LLC
Carnahan, Proctor and Cross, Inc.	Civil Site Engineering, Inc.,
ESA Scheda Corporation	The Corradino Group, Inc.
Metric Engineering, Inc.	Pi Consulting Services, LLC
AECOM, Inc.	CDM Smith, Inc.
DRMP, Inc.	Eisman & Russo, Inc.
England, Thims & Miller, Inc.	EXP U.S. Services, Inc.
RS&H, Inc.	HNTB Corporation
Johnson, Mirmiran, & Thompson, Inc.	KCCS, Inc.
Page One Consultants, Inc.	PRAGMA Consulting, LLC
Target Engineering Group, LLC	JBS Engineering Technical Services, Inc.
Rummel, Klepper & Kahl, LLP dba RK&K	Volkert, Inc.
Geotech Consultants Intl. Inc. dba GCI, Inc.	

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for

authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

## 5.0 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 amount of \$3,500,000.00. 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 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 and determined by CFX, 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.

## 6.0 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.

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

#### 7.0 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.

#### 8.0 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 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 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.

#### 9.0 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 5.0 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 Director of Construction.

## 10.0 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 CFX's 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.

#### 11.0 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 design professional 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 CFX 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 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, 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 11.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 12.0 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 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 13.0 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.

## 14.0 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.

14.1 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 Insurance Services Office (ISO) Form 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.

14.2 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.

14.3 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.

14.4 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.

## 15.0 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, 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 6.0 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.

#### 16.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the 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 be made a part of this Agreement by reference 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 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 the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

#### 17.0 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 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 18.0 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.

## 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 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.

## 20.0 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 agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 21.0 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.”

## 22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 23.0 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.

## 24.0 AUDIT AND EXAMINATION OF RECORDS

### 24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 25.0 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 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 26.0 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: Mehta and Associates, Inc.  
One Purlieu Place, Suite 100  
Winter Park, FL. 32792  
Attn: Radha Mehta

Mehta and Associates, Inc.  
One Purlieu Place, Suite 100  
Winter Park, FL. 32792  
Attn: Kimanh Le

## 27.0 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.

## 28.0 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.

**29.0 ASSIGNMENT**

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

**30.0 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.

**31.0 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.

**32.0 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 by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX’s Board of Directors at its meeting on August 9, 2018.

**MEHTA AND ASSOCIATES, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

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

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

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

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

*Approved as to form and execution, only.*

*General Counsel for CFX*

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

EXHIBIT A  
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

The Central Florida Expressway Authority (CFX) requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to; Senior Project Engineer, Project Administrator, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to authorized assignments. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

CFX will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, will 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 Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least 30 days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

### III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

### IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

#### A. General

It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The Consultant is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather



conditions.

The Consultant shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the construction contractor and the corrective action taken. The work provided by the Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

B. Inspection Services

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The Consultant shall keep detailed, accurate records of the construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX Construction Project Administration Manual (CPAM: <https://www.cfxway.com/doing-business/contractor-resources/cpam-manual/>) The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

D. Management Engineering Services

The Consultant shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.
2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.
8. Assess the need for plant testing or inspection, ensure inspectors are scheduled as needed and monitor material testing invoicing for accuracy
9. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.
10. The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the assigned project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The Consultant shall

perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the construction contractor's survey layout work on an occasional and random basis.

11. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.
12. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.
13. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.
14. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.
15. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
16. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
17. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
18. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and

maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

19. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
20. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
21. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
22. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
23. Conduct weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
24. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
25. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary

sketches, field data, and other resources required to continue the construction progress.

26. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual (<https://www.cfxway.com/doing-business/contractor-resources/ia-manual/>).

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel.

1. Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors

and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT  
CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

3. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

Qualifications:

CTQP Final Estimates Levels I & II

4. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I  
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)  
CTQP Asphalt Roadway Level I (If applicable)  
CTQP Asphalt Roadway Level II (If applicable)  
CTQP Earthwork Construction Inspection Level I  
CTQP Earthwork Construction Inspection Level II  
CTQP Pile Driving Inspection (If applicable)  
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)  
CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)  
FDOT Intermediate MOT  
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

5. Resident Compliance Specialist

Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

6. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in



progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

7. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I  
CTQP Asphalt Plant Level II  
CTQP Final Estimates Level I

Certifications:

None

8. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

9. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

10. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

11. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

12. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

13. Environmental Specialist

A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

14. Geotechnical Engineer

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) CFX or FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportations. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

15. Geotechnical Technician

Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) CFX or FDOT bridge projects.

Qualifications:

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection

16. Public Information Officer

High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

17. Utility Coordinator

High school graduate or equivalent and be knowledgeable of CFX's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with CFX or FDOT Standards, policies, procedures, and agreements.

18. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

19. ITS Inspector

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

## B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. **Organization:** A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. **Quality Reviews:** The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
3. **Quality Records:** The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.
4. **Control of Subconsultants and Vendors:** The Consultant shall detail the methods used to control subconsultants and vendor quality.
5. **Quality Assurance Certification:** An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
6. **Quality Records:** The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

## VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Policy and Procedures Manual.
- H. CFX standardized forms to be used with documentation and reporting procedures.
- I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

#### VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.

- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.
- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.
- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.

- T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned project. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by CFX. The Consultant shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or



assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.

- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.
- D. Increase the scope and frequency of training conducted by the Consultant.

#### XI. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

Subconsultant services will be paid in accordance with Exhibit B.

#### XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract, but may be required to supplement the Consultant's services under the Contract.

- A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.
- B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).
- C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

#### XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, the Consultant shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Contract.

#### XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted in hard copy formats with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by CFX.

#### XV. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

#### XVI. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit B.

END OF SCOPE

**EXHIBIT B**

**METHOD OF COMPENSATION**

EXHIBIT "B"  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001406

METHOD OF COMPENSATION

I. PURPOSE:

This Exhibit defines the limits of compensation to be made to the Consultant for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

II. ASSIGNMENT OF WORK:

For satisfactory completion of the services authorized under the Agreement, the Authority will pay the Consultant a Total Maximum Limiting Amount not to exceed \$3,500,000.00 for the initial three (3) year term of the Agreement.

This is a task assignment type of agreement. The Authority will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each assignment based on the hourly rates negotiated with the Consultant and included as part of this Method of Compensation. Services to be provided on each task assignment will be initiated and completed as directed by the Authority's Director of Construction or his designee.

Once the personnel to be assigned by the Consultant and the fee have been agreed upon, a "Letter of Authorization" shall be issued by the Director of Construction specifying the work to be done and the agreed maximum limiting compensation.

No work shall commence by the Consultant on a project until the Consultant has received a letter of authorization from the Authority and has accepted the authorization in writing.

III. NEGOTIATIONS:

A. The Authority and the Consultant shall negotiate and establish a maximum limiting amount for each task assignment. The schedule of rates listed in Exhibit "C", shall be used for establishing compensation. In the event a personnel classification is required by the Consultant for performance of the services and such classification is not set forth in Exhibit "C", such personnel classification may be added to Exhibit "C" by written amendment if mutually agreed to by both parties.

B. The basis for establishing the maximum limiting amount for each assignment shall

consist of the estimated manhour effort required for performance of the services at approved hourly wage rates, not to exceed those hourly wage rates established in Exhibit "C". In the event a position is vacant, the maximum hourly rate for the classification as shown in Exhibit "C" shall be used for the purpose of establishing the maximum limiting amount.

- C. It shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the maximum limiting amounts established for each assigned task to complete authorized services. Changes in the Maximum Limiting Amount will require execution of and amendment of a Letter of Authorization. The Consultant shall not be obligated to perform services or incur costs which would result in exceeding the Maximum Limiting Amount for each assigned task, nor shall the Authority be obligated to reimburse the Consultant for costs or make fee payments which result in exceeding the Maximum Limiting Amount, except to the extent said amount is, by mutual agreement, increased by an amendment.

#### IV. COMPENSATION:

All costs are subject to approval by the Authority who will reimburse the Consultant for all reasonable, allocable and allowable costs. The reasonableness, allowability and allocability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) the Agreement; (2) Federal Acquisitions Regulation 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 applicable federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations, OMB circulars and Federal Procurement Regulations are hereby incorporated in and made a part of this Agreement.

The Consultant will be compensated for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and fringe benefits of Corporate Officers and Principles when expended in the performance of indirect functions. 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 actual hourly rate paid for an employee's services on a project. Straight time costs shall be the actual hourly rate paid to an employee based on a forty (40) hour workweek. Unless otherwise agreed to by the Authority, the Authority will not compensate straight overtime or premium overtime for the positions of Senior Project Manager, Project Administrator, Assistant Project Administrator and Contract Support Specialist. Otherwise, overtime costs shall be the salary costs paid to an employee for work exceeding a forty (40) hour work week.

Compensation for straight time salary costs and overtime shall be made to the Consultant on the basis of negotiated hourly rates. Straight time salary costs shall not exceed the rates established in Exhibit "C", attached hereto and made a part hereof.

The Consultant shall not invoice for vacation, holiday and sick time used by its personnel on the project.

All material sampling and testing of materials and components incorporated into the work shall be reimbursed to the Consultant as set forth in the maximum allowance in Exhibit "C". Invoices, receipts, etc., shall support the actual cost for all material sampling and testing.

The Consultant shall be reimbursed for subconsultant costs incurred at the hourly rates shown in Exhibit "C".

to The Contract does not contain any rate escalation provision. Unless otherwise agreed to by the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, the Authority will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiation of that rate may occur if both parties agree to do so. Any adjustment of Billable Rates will become effective only after execution of a contract amendment by the Authority.

V. PROVISIONS FOR PAYMENT:

For each project authorized by a work authorization, the Consultant shall prepare and submit two (2) copies of a progress payment invoice no later than the fifth day of each month to assure Authority approval at the regularly scheduled Board meeting. Progress payment invoices shall be supported by such detail cost information as may be required by the Authority to substantiate the charges being invoiced, and in a format acceptable to the Authority.

Bills for compensation for services or expenses shall be submitted to the Authority in detail sufficient for a proper pre-audit and post audit thereof.

The Consultant shall promptly pay all subconsultant(s) their proportionate share of payments received from the Authority.

VI. RETAINAGE:

No retainage will be withheld from payments to the Consultant.

VII. PROJECT CLOSEOUT:

A. Final Audit:

The Authority may perform or have performed, a final audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit would be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Agreement are subsequently properly disallowed by the Authority because of accounting error or changes not in conformity with the Agreement, the Consultant agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due to Consultant under any contracts between the Authority and the Consultant, an amount sufficient to satisfy any amount due and owing the Authority by the Consultant under the Agreement. Payment to the Consultant shall be adjusted for audit results.

B. 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 the Authority for the overpayment, provided the net difference is not zero.

END OF METHOD OF COMPENSATION

**EXHIBIT C**

**DETAILS OF COST AND FEES**



**EXHIBIT D**

**PROJECT ORGANIZATION CHART**

# ORGANIZATION CHART CFX SYSTEMWIDE CEI SERVICES (SSBE) CONTRACT 001368 AND 001406



**CENTRAL FLORIDA EXPRESSWAY**  
Ben Drelling, PE  
*Director of Construction*  
Jack Burch, PE  
*Resident Engineer*

**PRINCIPAL-IN-CHARGE**  
Vipin C. Mehta, PE  
*President*  
Radha Mehta  
*Senior Vice President*

**RESIDENT ENGINEER**  
Kimanh Le, PE (MEHTA)

**CONTRACT PRINCIPAL**  
Radha Mehta (MEHTA)

**RESIDENT MANAGER**  
Mike Schawe (MEHTA)

**SUBCONSULTANT LIASONS**

Az Group (Al Ribas, PE)	Eisman & Russo (Greg Aldrich, PE)	Kisinger Campo (Mike Wilson)
Adaptive (Jennifer Brockman)	ESA Scheda (Sandy Scheda)	Metric (Dale Cody, PE)
AECOM (Kelly Craig, PE)	ETM (Louis Bramblett, PE)	Page One (Sheryle Page)
CDM Smith (Jon Gibson, PE)	EXP (Anthony Caruso, PE)	Pi Consulting (Chaitali Prajapati)
CivilSite (Andrea Gwynne, PE)	GCI (Owasu Amaning)	Pragma (Donnie Butler)
Corradino (Scott Presson, PE)	HNTB (Chris Lory, PE)	RK&K (Mike Lausier, PE)
CPC (Harold Dubon, PE)	JBS (Jelinda Boles)	RS&H (Bill Downey, PE)
DRMP (Ryan Pellarin, PE)	JMT (Karina Enrico, PE)	Target (Jamal Hassounah, PE)
		Volkert (Greg Dutton, PE)

**ITS / TOLL PLAZA / BUILDING SPECIALISTS**

Bakir Ebrahim, ITS (MEHTA)  
**Ryan Schawe, Building (MEHTA)**  
 Robert Moulton, ITS (A<sup>2</sup>)  
 Tim Barteaux, ITS (CSEL)  
 Alfonso Server, ITS (CPC)  
 Jeff Wilkinson, Building (CPC)  
 Alan Best, ITS (CPC)  
 Jay Ramlakhan, ITS (EXP)  
 Nabil Aladham, PE, Building (GCI)  
 James McCuddy, Building (GCI)  
 Roy Vaziri, ITS (HNTB)  
 Rashid Qureshi, Building (HNTB)  
 Steve Chambers, ITS (JBS)  
 Dwight Moore, ITS (JMT)  
 David Fogg, ITS (KCCS)  
 Michael Simmons, ITS (Metric)  
 Eric Wyllins, ITS (Metric)  
 Lucius George, ITS (Metric)  
 Juan Vasquez, Building (Page)  
 Nathan Vick, EI, ITS (RK&K)  
 Allen Owji, EI, ITS (RK&K)  
 Lee Brueckheimer, Building (RS&H)  
 Ted Garcia, ITS (Volkert)

**SENIOR PROJECT ENGINEERS**

<b>Kimanh Le, PE (MEHTA)</b>	Michael Ruland, PE (CDM)	Louis Bramblett, PE (ETM)	Jason Hahn, PE (JMT)	Lindsey Barnwell, PE (RK&K)
Anurag Shah, PE (MEHTA)	Harold Dubón, PE (CPC)	Anthony Caruso, PE (EXP)	Antonio Rodriguez, PE (KCCS)	Chas Starr, PE (RK&K)
Kerry Worrell, PE (MEHTA)	Greg Aldrich, PE (E&R)	Matt Price, PE (HNTB)	Dale Cody, PE (Metric)	Bill Downey, PE LEED (RS&H)
Kelly Craig, PE (AECOM)	Dan Foss, PE (E&R)	Steve Krammer, PE (HNTB)	Jitu Prajapati, PE (PICS)	Greg Dutton, PE (Volkert)
Jonathan Gibson, PE (CDM)	Elie Assi, PE (E&R)	Marilynn Schmuki, PE (JBS)	Mike Lausier, PE (RK&K)	Teresa Criskell, PE (Volkert)

**CONTRACT SUPPORT SPECIALISTS**

**Rhonda Griffis (MEHTA)**  
**Chris Kochis (MEHTA)**  
**Nick Willick, PE (MEHTA)**  
 Renu Paliath (MEHTA)  
**Sherry Morrissey (MEHTA)**  
 Nichole Jenkins (A<sup>2</sup>)  
 Steve Carrasquillo (ACE)  
 Lori Rogers (AECOM)  
 Kimberly Murphy (CDM)  
 Sandy Carpenter (CSEL)  
 Dawn Silverio (CPC)  
 Kelly Barrett (E&R)  
 Deborah Whitaker (ETM)  
 Michele Davis (HNTB)  
 Lauren Johnson (HNTB)  
 Kiko Villarreal (JMT)  
 Cheryl Catron (KCCS)  
 Maryory Calixto (PICS)  
 Nathan Vick, EI (RK&K)  
 Heather Dziedzic (RK&K)  
 Ashley Bishop (RS&H)  
 Susan Lunsford (TEG)

**PROJECT ADMINISTRATORS / PROJECT ENGINEERS**

<b>Mike Schawe (MEHTA)</b>	AI Tehrani, PE (ACE)	Glenn Bridges (CPC)	Daniel Osmolski, EI (HNTB)	Rick Downer (Metric)
<b>Andrew Bailey, PE (MEHTA)</b>	Jim Fitzer (AECOM)	Ashley Vickers, PE (E&R)	Bob Weimer (JBS)	Ray Warthen (PICS)
<b>Carl Francois, PE (MEHTA)</b>	Paul Wilson, PE (CDM)	Joe Wilson (ETM)	Bill Bennett (JMT)	Paul Stroessner (RK&K)
Sam Saleh (MEHTA)	Robert Mangogna (CDM)	Nabil Aladham, PE (GCI)	Mike Wilson (KCCS)	Arnaldo Larrazabal (RSH)
John Roberto (A <sup>2</sup> )	Gregory Shelton (CDM)	Matt Miller (HNTB)	Brent Dustin, PE (Metric)	John Deese (TEG)

**SENIOR INSPECTORS – ROADWAY / BRIDGE**

<b>Raju Madidi (MEHTA)</b>	Kenneth Tomory (CDM)	Arnaldo Salazar (DRMP)	Arnie David (HNTB)	<b>Johnson Jackson (Page)</b>
<b>Vladimir Perez (MEHTA)</b>	Jeffrey Faith (CDM)	Dave Catron (DRMP)	Tony Sakai (HNTB)	John Vance (Page)
Brad Barnes (MEHTA)	Robert Duffee (CDM)	Shawn Jackson (DRMP)	Rashid Qureshi (HNTB)	Billy Wallace (PICS)
Alan Forget (MEHTA)	Charles Spaeth (CDM)	Levi Saxon (DRMP)	Justin Haley (JBS)	Ivan Tillman (PICS)
<b>Ron Kersey (MEHTA)</b>	Kelcey Rumford (CSEL)	Robert Eads (DRMP)	David Sandusky (JBS)	Larry Torres (RK&K)
Rajib Shrestha (MEHTA)	Marian Vincent (CSEL)	Joseph Bryant (E&R)	LB Weimer (JBS)	Nathan Moore (RK&K)
David Howard (A <sup>2</sup> )	Joel Valentin, EI (COR)	Robert Bitting (ETM)	Patrick Berning (JMT)	Helen Eaton (RK&K)
Javier Tilano, PE (A <sup>2</sup> )	Tony Wescott (COR)	Scott Romanov (EXP)	<b>Dwayne Wright (KCCS)</b>	Carl Johnson (RK&K)
Joe Tatman (AECOM)	Jerry Dubberly (CPC)	Richard Dobbyn (GCI)	Matthew Moorefield (Page)	Charles Budd (RS&H)
Christopher Veillette (CDM)				Matthew Tocknell (TEG)

**INSPECTORS – ROADWAY / BRIDGE / PLANT**

<b>Mike Bell (MEHTA)</b>	Nicholas Crowell (CDM)	Pat McKenna (ETM)	Amador Pastor, EI (JMT)	Prince Dorvilus (PICS)
<b>Ryan Schawe (MEHTA)</b>	Tim Barteaux (CSEL)	Robert Singleton (ETM)	Gabriel Serrano (JMT)	Ron Brantley (Pragma)
<b>Alejandro Tejido (MEHTA)</b>	Jacob Logan (CSEL)	Sheila Carter (ETM)	James Boyle (KCCS)	Brad Sheeley (RK&K)
<b>Angel Echevarria (MEHTA)</b>	Jeremy Casperson, EI (COR)	Ryan Horne (EXP)	Daniel Falk (Page)	Brent Driskill (RK&K)
Jennifer Hamstra (AECOM)	Joe McLemore (COR)	Tom McLeod (HNTB)	Lori Bass (Page)	Craig Parris (RS&H)
Bill Conner (CDM)	Chris Hovious (DRMP)	Spenser Foster (JBS)	Cher Birdsong (Page)	Michael Sweinhagen (RS&H)
Kevin Chester (CDM)	Christopher Phillips (E&R)	Maricar McKamey (JBS)	Sunny Mehta (PICS)	Jaime Duarte (TEG)
				James Wilson (TEG)

**SURVEYING SERVICES**  
 Jim Quartel, PSM (CPC)  
 Ed Stepaniak (JMT)

**CASTING YARD ENGINEERS**  
**Rob Bennett, PE, LEED AP (RS&H)**  
 Donnie Butler (Pragma)

**ENVIRONMENTAL SPECIALISTS**  
 Sandy Scheda, MS (Scheda)  
 Melisa Reiter (JMT)  
 Nan Jordan (RK&K)

**LANDSCAPING**  
 Eric Bjerregaard (Scheda)




Names in bold font are currently active on CFX Miscellaneous CEI Contract 000976 projects.

**CONSENT AGENDA ITEM  
#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 20, 2018

SUBJECT: Approval of Contract Award to Johnson, Mirmiran & Thompson, Inc. for  
CFX's Owner's Representative Services  
Projects 408-312B and 528-915, Contract No. 001399

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The Board approved on June 29, 2018 the final ranking and authorization to negotiate with Johnson, Mirmiran & Thompson, Inc. for CFX's Owner's Representative Services for I-4/SR 408 Ultimate Interchange and the coordination for the planned Brightline construction along SR 528. Board award of the contract to Johnson, Mirmiran & Thompson, Inc. is requested in the not-to-exceed amount of \$3,000,000.00 for a five-year term with a five-year renewal.

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

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

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
JOHNSON, MIRMIRAN & THOMPSON, INC.**

**CFX OWNER'S REPRESENTATIVE FOR  
I-4/SR 408 ULTIMATE INTERCHANGE AND THE COORDINATION  
FOR THE PLANNED BRIGHTLINE CONSTRUCTION ALONG SR  
528**

**CONTRACT NO. 001399  
PROJECT NOS. 408-312B AND 528-915**

**CONTRACT DATE: AUGUST 9, 2018  
CONTRACT AMOUNT: \$3,000,000.00**

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

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

**FOR**

**CFX OWNER'S REPRESENTATIVE FOR  
I-4/SR 408 ULTIMATE INTERCHANGE AND THE COORDINATION FOR THE  
PLANNED BRIGHTLINE CONSTRUCTION ALONG SR 528**

**CONTRACT NO. 001399  
PROJECT NOS. 408-312B AND 528-915**

**AUGUST 2018**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR OWNER'S REPRESENTATIVE SERVICES  
CONTRACT NO. 001399**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of August 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, 2014, (Chapter 348, Part V, Florida Statutes) hereinafter called the "CFX" and Johnson, Mirmiran & Thompson, 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 615 Crescent Executive Court, Suite 106, Lake Mary, FL. 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 Owner's Representative 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 necessarily limited to, Senior Project Administrator, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Environmental Specialist, Senior ITS Inspector, ITS Inspector.

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.

CFX's 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

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three-year term from the date of the Notice to Proceed. An extension of the three-year term may be approved 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.

### 4.0 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. 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:

DRMP, Inc.  
Foundation & Geotechnical Engineering, LLC

EAC Consulting, Inc.  
Intertek-PSI

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.

5.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing Owner's Representative services

for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

#### 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 \$3,000,000.00. 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 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.

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.

The obligations in this section, compensation, shall survive the termination of the Agreement and continue in full force and effect.

7.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 16, 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 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.

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 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 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

Upon written notice, 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 for actual costs, as determined in 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 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 Paragraph 6.0 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 Executive Director.

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 CFX's 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.

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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, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, The CONSULTANT shall also 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.

To the extent that there are design professional services subject to Section 725.08, Florida Statutes, CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees, from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the Contract.

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 (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 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, 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 13.0, Hold Harmless and Indemnification, 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 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.

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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 Five Million Dollars (\$5,000,000) 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. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), 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.

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 requested by 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 Paragraph 7.00 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. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX trademarks, service marks, or 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 the 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 be made a part of this Agreement by reference 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 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 the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

**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.

**19.0 E-VERIFY CLAUSE**

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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 design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

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 agrees to incorporate in all subcontracts the obligation to comply with

Section 20.055(5). The obligations in Section 21.0, Inspector General, 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 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.

**24.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

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

- 24.1. submitted a false certification as provided under Florida Statute 287.135(5); or**
- 24.2. been placed on the Scrutinized Companies with Activities in Sudan List; or**
- 24.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or**
- 24.4. been engaged in business operations in Cuba or Syria; or**
- 24.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.**

**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. The obligations in Section 26.0, Severability, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 28.0 AUDIT AND EXAMINATION OF RECORDS

### 28.1 Definition of Records:

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

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

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

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

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

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

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

28.6 The obligations in Section 27.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

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

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



Johnson, Mirmiran & Thompson, Inc.  
615 Crescent Executive Court, Suite 106  
Lake Mary, FL. 32746.  
Attn: Jason Hahn, P.E.

Johnson, Mirmiran & Thompson, Inc.  
615 Crescent Executive Court, Suite 106  
Lake Mary, FL. 32746.  
Attn: Karina Enrico, P.E.

**30.0 GOVERNING LAW AND VENUE**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 29.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

**31.0 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 by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on August 9, 2018.

**JOHNSON, MIRMIRAN & THOMPSON, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

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

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

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

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

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

Approved as to form and execution, only.

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

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**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**CFX OWNER'S REPRESENTATIVE FOR  
I-4/SR 408 ULTIMATE INTERCHANGE AND THE COORDINATION FOR THE  
PLANNED BRIGHTLINE CONSTRUCTION ALONG SR 528  
CONTRACT NO. 001399R, PROJECT NOS. 408-312B AND 528-915**

**I. PURPOSE**

The services to be provided under this contract will include coordination and direct liaison between CFX and FDOT, contractors, and general consultants in relation to the I-4/SR 408 Ultimate Interchange and the coordination of the planned Brightline construction along SR 528.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will 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.

**II. SERVICES**

The CONSULTANT shall provide a resource pool of technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under the Contract are effectively and efficiently carried out. The CONSULTANT shall be totally familiar with CFX and Florida Department of Transportation specifications, design standards and agency procedures, Federal and State high speed rail specifications, project contract documents and any Interlocal Agreements associated with each project.

The CONSULTANT shall exercise its independent professional judgement in performing its obligations and responsibilities under the contract.

The CONSULTANT shall provide services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to provide oversight of project progress and provide project status reports to CFX as requested; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of project activities and progress. The Consultant shall also perform any other engineering services that are required to fulfill its responsibilities under the

**Contract.** All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

The CONSULTANT shall:

1. Ensure the Contractor's work is completed in accordance with the contract plans and CFX specifications.
2. Ensure the Contractor's work plan is in accordance with the contract requirements related to lane closure restrictions, completion milestones, special event days, etc. Special attention to nightly traffic control operations will be required.
3. Recommend courses of action to CFX when contract requirements are not being fulfilled.
4. Review of Disposition of Defective Material (DDM's) and Notice of Failing Test Results (NFTR's) and make recommendations.
5. Attend and represent CFX at all relevant project coordination meetings.
6. Work closely with the O&M Manager to ensure all construction work zones are safe, properly lighted, free of debris, and of overall satisfaction to CFX and its customers.
7. Ensure communication and coordination is ongoing with local businesses and residents and proper notifications are provided when neighboring entities will be affected by construction.
8. Interface with local municipalities regarding planning and permitting.
9. Ensure proper ingress/egress is being utilized at CFX approved locations.
10. Ensure all utility locates are current and all utility owners remain informed of the Contractor's work schedule.
11. Review progressive and final as-built plans.
12. Conduct reviews of all contract plans and specifications.
13. Provide independent assurance that construction processes are being applied in a manner consistent with good engineering practices.
14. Verify the Contractor's implementation of their Quality Control Plan regarding all construction materials including but not limited to concrete, earthwork and asphalt.
15. Maintain a Master Contact List for all relevant personnel.
16. Review the Contractor's schedule and remain up to date on all planned activities. Proactively address potential issues.
17. Document and accurately track project issues and estimated penalties accrued by the Contractor.
18. Provide additional construction and engineering consultant services as requested by CFX.

#### IV. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement but may be required to supplement the CONSULTANT's services under the Agreement.

#### V. TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed, limited or otherwise, from the Director of Construction. The Contract term will be three (3) years from the date established in the notice with options to extend the Contract for two (2) one (1) year periods. Exercise of the options may be made at the discretion and election of CFX by the CFX providing written notice of its exercise to the Consultant at least 90 days prior to the expiration of the initial three-year Contract Term and the first option period if applicable.

END OF SCOPE

**EXHIBIT B**  
**METHOD OF COMPENSATION**

---

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

**Central Florida Expressway Authority (CFX)**  
**Project No. 408-312B & 528-915**  
**Contract No. 001399**

**1.0 PURPOSE**

This Exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in Exhibit "A" (Scope of Service) and method by which payments shall be made.

**2.0 COMPENSATION**

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this Agreement, CFX will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$3,000,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in Exhibit "A" and quantified in Exhibit "C".

**2.1 SUMMARY OF COMPENSATION**

The Total Maximum Limiting Amount will consist of the following:

- Salary Related Costs (Limiting Amount) (Field Services) A limiting amount for salary related costs including salary and wages for "straight time", "straight overtime", and applicable administrative overhead and payroll burden costs. The amount for the Consultant and Sub-Consultants is as follows:

	\$ 2,423,450.87
--	-----------------

- Fixed Fee/Operating Margin (Field Services)

JMT (Limiting Amount)	\$ 297,611.72
Subconsultants (Limiting Amount)	\$ 16,095.59

- Direct Project Expenses (As Identified)

Lump Sum Expenses (Allowance)	\$ 34,316.51
Reimbursable Expenses	\$ 6,625.00
Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 160 hrs. per month of vehicle presence on the jobsite.)	\$ 159,296.19
SPE	\$ 9.03
DPE	\$ 7.56
Inspectors	\$ 9.37



- A limiting amount for Prime, Subconsultants for Engineering, Off-Site Plant Inspection, Geotechnical, Material Testing, and Surveying Services

FGE (Geotechnical Services)	\$ 25,000.00
PSI (Materials Testing Services)	\$ 25,000.00

- Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; and that bids have not yet been received that establish the value of construction, and therefore have included a contingency to be expended at the sole discretion and prior authorization of the Authority

Contingency (Allowance)	\$ 12,604.12
-------------------------	--------------

## 2.2 DETAILS OF COMPENSATION

### LUMP SUM AMOUNTS

#### Project Expenses (Lump Sum)

The CONSULTANT (JMT) will receive monthly progress payments as follows: Month 1 @ \$6,863.55, Months 2 – 35 will be paid in equal installments of \$807.44 per month. Unless otherwise agreed upon by CFX, project expenses will be paid beginning on the 1<sup>st</sup> month the Consultant’s field office for this project is established and operational.

### LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, CFX will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations: Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

#### Salary Related Costs (Limiting Amount)

Subject to the established limiting amounts, the CONSULTANT will receive progress payments for direct salaries and wages for actual time expended by personnel in the performance of authorized work during the billing period at their actual salary rates or such lower rate as determined in the detail of cost and fees, or as limited by CFX.

Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty-hour (40) work week. CFX requires that project hours worked by the Resident Engineer, Project Engineer, and Engineer of Administrative Services (Contract Support Specialist and Contract Administrator) be worked during normal business hours, i.e., between 7:00 am and 6:00 pm Monday through Friday. CFX shall not pay the CONSULTANT for hours worked by these employees outside of normal business hours unless either: (1) documented project conditions made such work outside of normal business hours necessary; or, (2) said CONSULTANT employees obtained prior written permission from CFX to work outside

of normal business hours.

Overtime costs will be straight overtime. Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. Straight overtime may be authorized for Senior Inspectors, Inspectors and Inspector's Aides only; as well as field engineers (PDA), and technicians at the discretion of the Director of Construction.

Administrative overhead and fringe benefit costs will be applied to approved straight time salary and wage costs as shown in Exhibit "C." Straight time is the amount paid an employee excluding any premium overtime costs.

#### Operating Margin (Limiting Amount)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any unbilled lump sum amount, provided project is completed to the satisfaction CFX, will be made on final billing.

#### Sub-consultant Inspection, Engineering, Material Testing, and Environmental Services (Limiting Amount)

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based upon the billing rates as provided in Exhibit "C".

### **3.0 INVOICING PROCEDURE**

The CONSULTANT will be eligible for progress payments under this Contract at intervals not less than monthly.

Invoices for this agreement will be prepared by the CONSULTANT in the form and quantity acceptable to CFX. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to CFX. If required by CFX, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system.

### **4.0 RATE ESCALATION PROVISION**

The Contract contains one (1) rate escalation provision at 3% commencing January 1, 2019 (see Exhibit C, Details of Costs and Fees for itemization). Unless otherwise agreed to by CFX, the established billable rates of compensation shall remain in force throughout the term of the Contract. CFX will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

END OF SECTION

**EXHIBIT C**  
**DETAILS OF COST AND FEES**

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**EXHIBIT D**

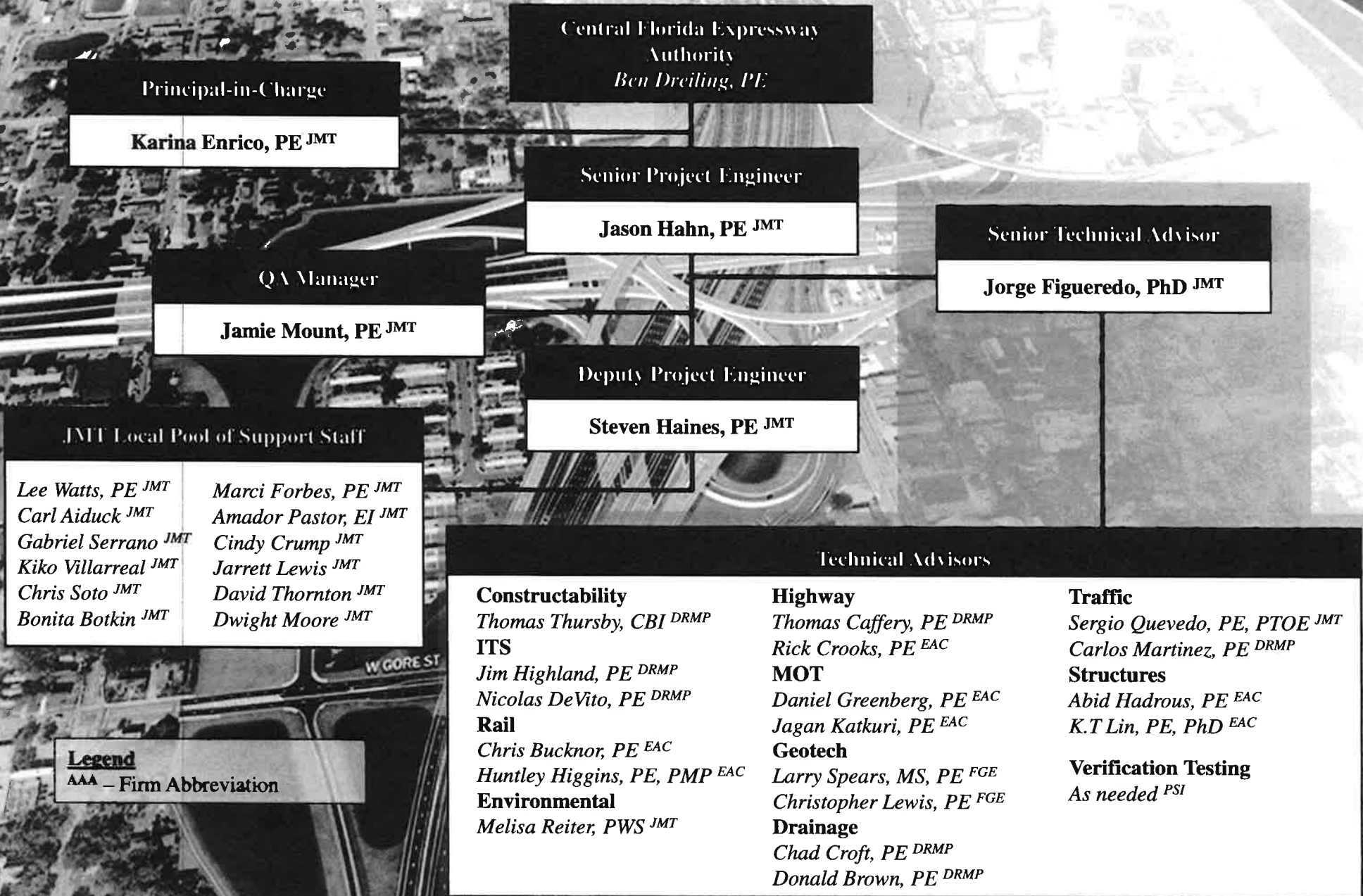
**PROJECT ORGANIZATION CHART**

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### Organizational Chart

Owner's Representative for I-4/SR 408 Ultimate Interchange and the Coordination for the Planned Brightline Construction along SR 528  
Contract No. 001399R, Project Nos. 408-312B and 528-915





**Legend**  
AAA – Firm Abbreviation

**CONSENT AGENDA ITEM  
#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement 

DATE: July 12, 2018


SUBJECT: Approval of Tierra, Inc. as a Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc. Contract No. 001145

---

Dewberry Engineers, Inc., CFX's General Engineering Consultant has requested approval to use Tierra, Inc. to perform geotechnical services and design review. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Dewberry Engineers, Inc. when its contract with CFX was originally awarded.

Board approval of Tierra, Inc. as a subconsultant to Dewberry Engineers, Inc. is requested.

Reviewed by:

  
Glenn Pressimone, P.E.  
Director of Engineering

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant: Dewberry Engineers, Inc. Date: July 11, 2018

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

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

Subconsultant Name: Tierra, Inc.

Address: 591 Susan B. Britt Court, Winter Garden, FL 34787

Phone No.: (407) 877-1354

Federal Employee ID No.: \_\_\_\_\_

Description of Services to Be Sublet: Geotechnical Services and design review.

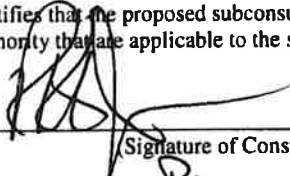
Estimated Beginning Date of Sublet Services: 7/12/18

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

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

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

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

Requested By:  R. Keith Jackson  
(Signature of Consultant Representative)  
Program Manager  
Title

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

Date: 7/12/2018

Approved by:   
(Signature of Appropriate Chief)

Date: 7/12/18

Attach Subconsultant's Certificate of Insurance to this Request.



**CONSENT AGENDA ITEM  
#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 12, 2018

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road Project 429-152, Contract No. 001395

---

Letters of Interest for the referenced project was advertised on April 29, 2018. Responses were received from nine (9) firms by the deadline. Those firms were: AECOM Technical Services, Inc., CDM Smith, Inc., HDR Engineering, Inc., Kelly, Collins & Gentry, Inc., Kisinger Campo & Associates, Michael Baker International, Inc., Parsons Transportation Group, Inc., Tetra Tech, Inc. and WSP USA, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on May 23, 2018 and shortlisted Kisinger Campo & Associates, Parsons Transportation and WSP USA, Inc.

Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on June 28, 2018. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Ranking</u>	<u>Firm</u>
1	Parsons Transportation Group, Inc.
2	Kisinger Campo & Associates
3	WSP USA, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Parsons Transportation Group, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Parsons Transportation Group, Inc. is not successful, Board authorization to enter into negotiations in ranked order is requested.

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

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

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

**LOI-001395 Committee Meeting June 28, 2018 Minutes**

Technical Review Committee for **Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road; Contract No. 001395**, held a duly noticed meeting on Thursday, June 28, 2018 at 9:00 a.m. in the Ibis Conference Room (Room 150), at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Glenn Pressimone, Director of Engineering  
Joe Berenis, Chief of Infrastructure  
Will Hawthorne, Manager of Engineering

**Other Attendees:**

Aneth Williams, Director of Procurement

**Presentations / Q and A:**

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

Kissinger Campo & Associates	9:00 – 9:35 a.m.
Parson Transportation Group	9:45 – 10:20 a.m.
WSP USA, Inc.	10:30 – 11:05 a.m.

**Evaluation Portion:**

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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Parson Transportation Group	4	1
Kissinger Campo & Associates	5	2
WSP USA, Inc.	9	3

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

There being no other business to come before the Committee; the meeting was adjourned at 12:00 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, June 28, 2018, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:   
Aneth Williams

Approved by: \_\_\_\_\_  
Glenn Pressimone

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING**

**DESIGN CONSULTANT SERVICES FOR SR 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD**

**CONTRACT NO. 001395**

CONSULTANT	Joe Berenis Score	Glenn Pressimone Score	Will Hawthorne Score		TOTAL SCORE	RANKING
KISINGER CAMPO & ASSOCIATES	2	1	2		5	2
PARSONS TRANSPORTATION	1	2	1		4	1
WSP USA, INC.	3	3	3		9	3

EVALUATION COMMITTEE MEMBERS:

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

Date: Thursday, June 28, 2018

Date: Thursday, June 28, 2018

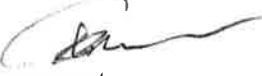
Date: Thursday, June 28, 2018

**CONSENT AGENDA ITEM  
#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 30, 2018

SUBJECT: Approval of Contract Award to Sema Construction, Inc. for  
Forest Lake Toll Plaza Rigid Pavement Improvement  
Project 429-418, Contract No. 001440

---

An Invitation to Bid for the referenced project was advertised on July 8, 2018. Responses to the Invitation were received from two (2) contractors by the July 30, 2018 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Sema Construction, Inc.	\$477,000.00
2. Gosalia Concrete Constructors, Inc.	\$852,686.00

The Engineer's Estimate for this project is \$472,899.00 and \$500,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 429-418 has reviewed the low bid submitted by Sema Construction, Inc., and determined that the low bid unit prices are not unbalanced.

The project consists of providing all labor, materials, equipment and incidentals necessary to construct rigid pavement on SR 429 through the open road tolling zone at the Forest Lake Toll Plaza.

The Procurement Department has evaluated the bids and has determined the bid from Sema Construction, Inc., to be responsible and responsive to the bidding requirements. Board award of the contract to Sema Construction, Inc. in the amount of \$477,000.00 is recommended.

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

Reviewed by: \_\_\_\_\_  
Glenn Pressimone, PE  
Director of Engineering

## CONTRACT

This Contract No. 001440 (the "Contract"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Sema Construction, Inc., of 6200 Hazeltine National Drive, Suite 100, Orlando, Florida 32822, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 429-418, Forest Lake Toll Plaza Rigid Pavement Improvement, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 30 calendar days. The Contract Amount is \$477,000.00. This Contract was awarded by the Governing Board of CFX at its meeting on August 9, 2018.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

CONTRACTOR

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

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

\_\_\_\_\_  
Title

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_




**CONSENT AGENDA ITEM  
#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 24, 2018

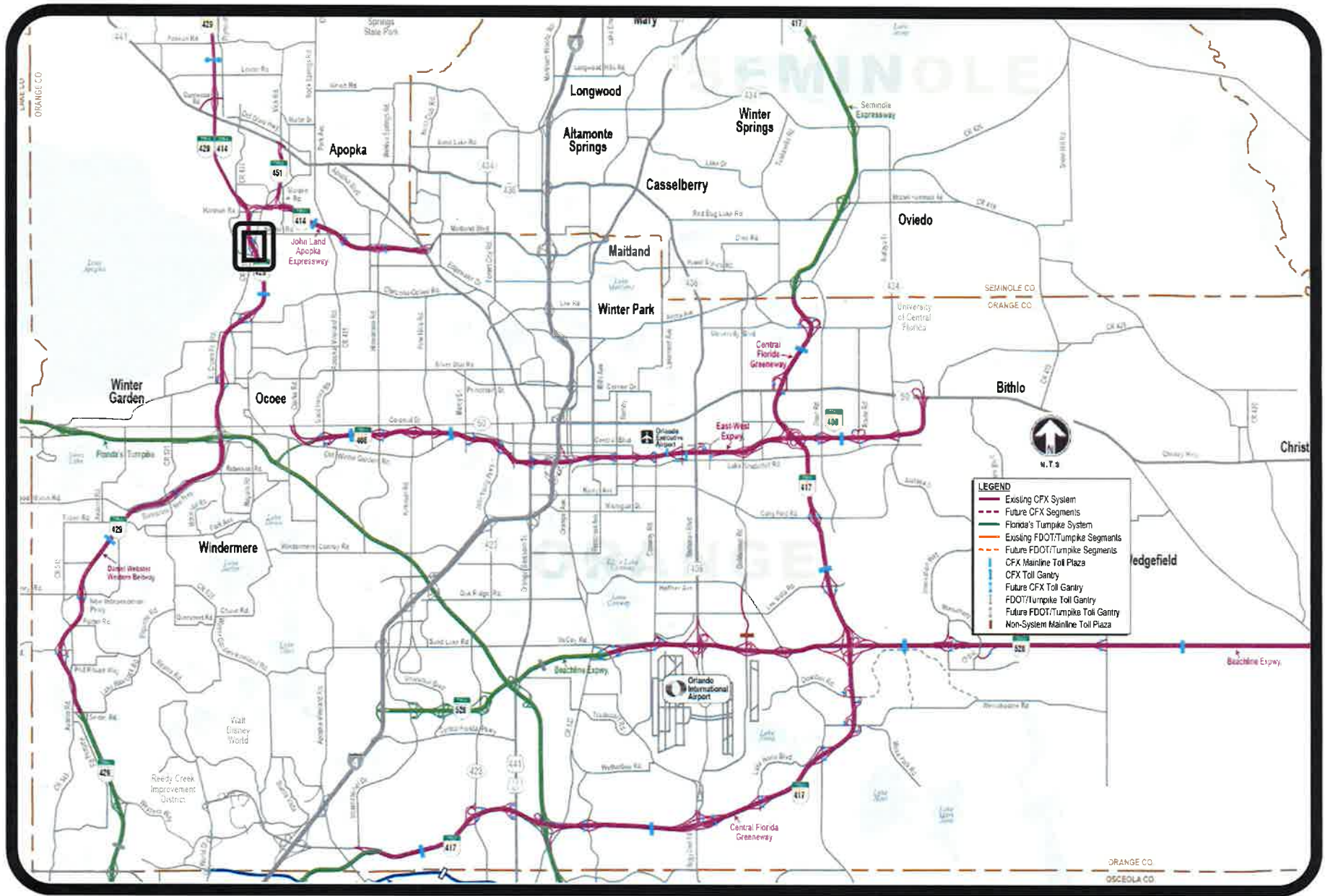
SUBJECT: Authorization to Advertise for Construction Bids for  
SR 429/CR 437A Interchange Southbound Merge Signage  
Project 429-631, Contract No. 001455

---

Board authorization is requested to advertise for construction bids for the SR 429/CR 437A Interchange Southbound Merge Signage. This project consists of constructing an overhead sign to notify motorists of a lane merge in the southbound direction of SR 429 at the CR 437A interchange to improve traffic operations in the area.

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

Reviewed by: \_\_\_\_\_  
Glenn Pressimone, PE  
Director of Engineering




Project Location Map for  
 SR 429 / CR 437A Interchange SB Merge Signage (429-631)

**CONSENT AGENDA ITEM  
#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams  
Director of Procurement 

DATE: July 24, 2018

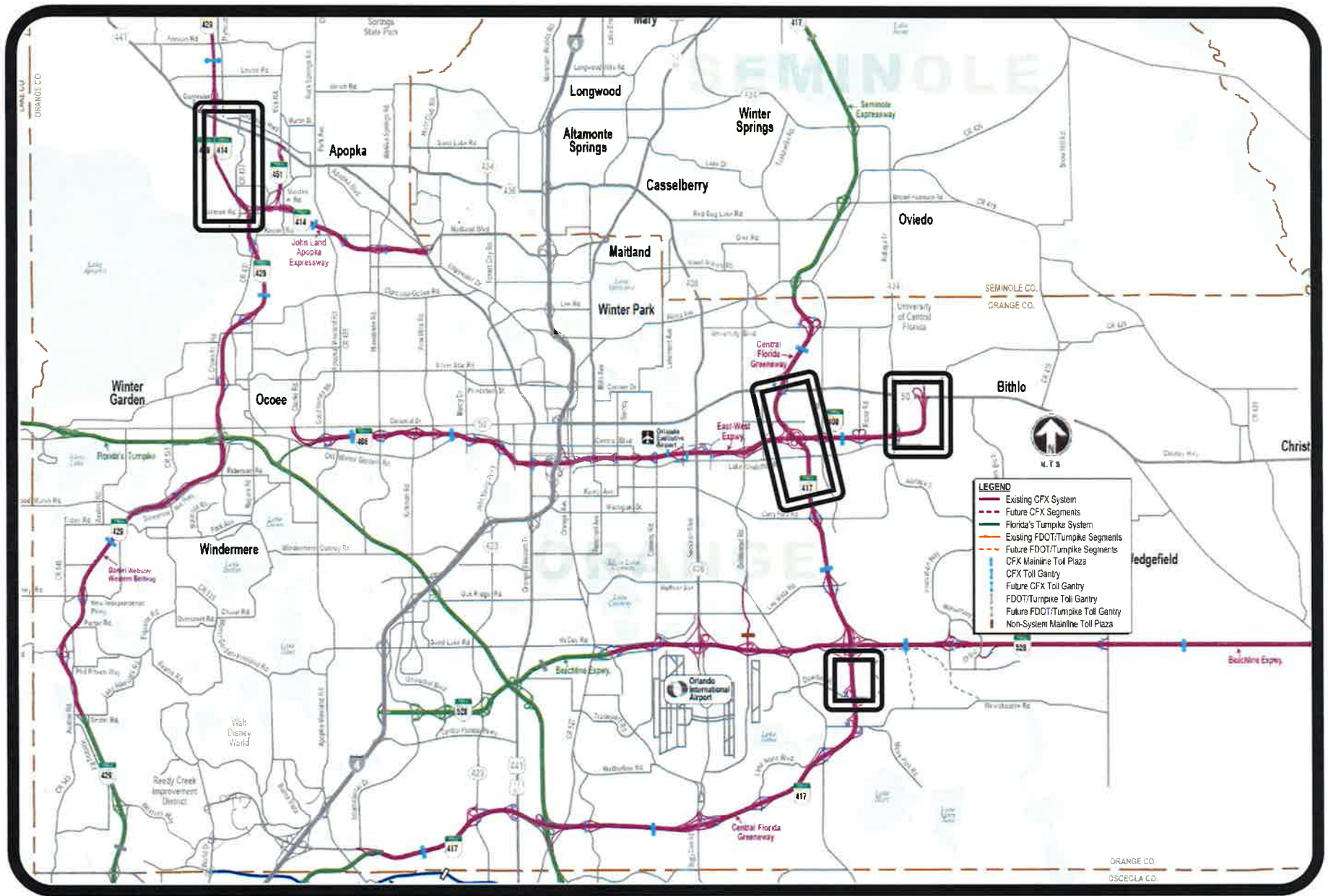
SUBJECT: Authorization to Advertise for Construction Bids for  
Reflective Pavement Marking (RPM) Replacements Along Portions of  
SR 408, 417 & 429  
Project 599-736, Contract No. 001456

---

Board authorization is requested to advertise for construction bids for reflective pavement markers (RPM) replacements along portions of SR 408, SR 417 and SR 429. This project consists of replacing RPMs that have either met their serviceable life or have been damaged.

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

Reviewed by: \_\_\_\_\_  
Glenn Pressimone, PE  
Director of Engineering




Project Location Map for  
 Reflective Pavement Marking (RPM) Replacements Along Portions of S.R. 408, 417 & 429 (599-736)

**CONSENT AGENDA ITEM  
#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: July 25, 2018

RE: *Central Florida Expressway Authority v. Thomas J. Holder, Sr., et al.*  
Case No. 2014-CA-010718-O, Project: 429-204, Parcel 275  
Property Owners: Thomas J. Holder, Sr., and Adelpha Howell  
Easement Holder: Florida Power Corporation n/k/a Duke Energy Florida, Inc.  
Location: Northeast corner of Plymouth Sorrento Road and Haas Road  
Date of Value: January 23, 2015

---

## BACKGROUND

This eminent domain case involves the acquisition of property encumbered by distribution and transmission power lines owned by Duke Energy. The transmission line along Plymouth Sorrento Road was relocated up and over the Wekiva Parkway.

Duke Energy agreed to subordinate its easement interests to CFX. Attached is a partially-executed Subordination of Easement Agreement between CFX and Duke Energy.

## REQUESTED ACTION

We respectfully request that the CFX Board approve the attached Subordination of Easement Agreement for Parcel 275.

The Right of Way Committee recommended approval on July 25, 2018.

## ATTACHMENTS

- A. Map, Aerial and Photographs
- B. Subordination of Easement Agreement for Parcel 275

Reviewed by: 





PARCEL NO.: 275  
OWNER: HOLDER  
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204 (2B)  
CITY/COUNTY: UNINCORPORATED/ORANGE

**AERIAL PHOTOGRAPH**



Approximate Representation  
Source: Orange County Property Appraiser



View looking northeast from the west side of Plymouth Sorrento Rd., parent tract on the right.

15-077  
COPYRIGHT 2015, PINEL & CARPENTER, INC.

PARCEL NO.:	275
OWNER:	HOLDER
PROJECT:	SR 429 WEKIWA PARKWAY EXTENSION PROJECT NO. 429-204 (2B)
CITY/COUNTY:	UNINCORPORATED/ORANGE

17

**SUBJECT PHOTOGRAPHS (CONT.)**



View of the parent tract at the intersection of Plymouth Sorrento Rd. and Haas Rd., parent tract is on the left of the photo.

Prepared By and Return To:  
Linda S. Brehmer Lanosa, Deputy General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

2018 JUL 12 AM 9:41

**SUBORDINATION OF EASEMENT AGREEMENT**  
**FOR PARCEL 275**

**THIS SUBORDINATION OF EASEMENT AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida ("CFX"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, LLC, A Florida limited liability company d/b/a Duke Energy** (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

**RECITALS:**

WHEREAS, the Utility has a perpetual easement recorded at **O.R. Book 1857, Page 1004, and O.R. Book 3958, Page 4533**, for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to CFX; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, CFX has already paid for the temporary relocation of Utility's facilities and reestablishment of the Utility's perpetual easement over the same area as its preexisting easement ("Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and CFX agree as follows:

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

2. **Subordination.** The Utility subordinates to CFX, its successors and assigns, any and all of its existing or future easement only to the extent they encumber the listed property in the lands described as follows, to wit:

[See Exhibit "A" attached hereto and incorporated by reference herein]

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described within Easement Area herein in accordance with CFX's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide. Prior to entering CFX's property or engaging in any activities within CFX's property, the Utility shall apply for a permit from CFX.

4. **Relocation of Easements.** Should CFX require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the Easement Area, CFX hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by CFX shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the Easement Area for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of CFX's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a. above, the Utility shall not damage or disturb any improvements located outside of the Easement Area and, upon completion of any work, shall repair and restore any damage to CFX property or improvements to the satisfaction of CFX. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and CFX shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by CFX by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify CFX against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a. above.

6. **Non-Interference with Facilities.** CFX covenants not to interfere with the Utility's facilities within the Easement Area on the above-described property.

7. **Notice of Construction.** Except in case of emergency, CFX shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's Easement Area in the above-described property. In emergency situations, CFX shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Name)

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

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

Title: Executive Director

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

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

Linda S. Brehmer Lanosa  
Deputy General Counsel

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signed, sealed and delivered  
in our presence as witnesses:

**DUKE ENERGY FLORIDA, LLC,**  
a Florida limited liability company  
d/b/a Duke Energy

[Signature]  
\_\_\_\_\_

(Print Name)

[Signature]  
\_\_\_\_\_

Kalen D. Mason  
(Print Name)

By: [Signature]  
\_\_\_\_\_

Print Name: Kris Tietig

Title: Manager, Land Services



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2018, by KRIS TIETIG as MANAGER, LAND SERVICES of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

[Signature]  
\_\_\_\_\_  
Notary Public

Sam L. Evans, Jr  
\_\_\_\_\_  
Print Name



**SAM L. EVANS, JR**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
Comm# FF172231  
Expires 10/28/2018

Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## LEGAL DESCRIPTION

PARCEL 275  
 PURPOSE: LIMITED ACCESS RIGHT OF WAY  
 ESTATE: FEE SIMPLE

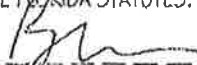
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10460, PAGE 813, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, NORTH 87°59'58" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 39.20 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°06'57" WEST A DISTANCE OF 30.02 FEET TO THE INTERSECTION OF THE EXISTING NORTH RIGHT OF WAY LINE OF HAAS ROAD AND THE EXISTING EAST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE, CONTINUE NORTH 00°06'57" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 415.21 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE NORTH 00°06'57" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 783.53 FEET; THENCE, DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 69°21'50" EAST A DISTANCE OF 359.95 FEET TO A POINT OF TANGENCY; THENCE, RUN NORTHEASTERLY 1085.39 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4662.00 FEET, A CENTRAL ANGLE OF 13°20'22" AND A CHORD BEARING OF NORTH 76°02'01" EAST TO A POINT ON THE EAST BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10460, PAGE 813; THENCE, SOUTH 02°31'06" EAST, ALONG SAID EAST LINE, A DISTANCE OF 360.02 FEET TO THE BEGINNING OF A CURVE; THENCE, FROM A TANGENT BEARING OF SOUTH 74°29'44" WEST, THENCE RUN SOUTHWESTERLY 742.84 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2256.00 FEET, A CENTRAL ANGLE OF 18°51'57" AND A CHORD BEARING OF SOUTH 65°03'46" WEST TO A POINT OF TANGENCY; THENCE, SOUTH 55°37'47" WEST, A DISTANCE OF 886.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.


CONTAINING 17.888 ACRES, MORE OR LESS.

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 MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
 RUSSELL J. MARKS, PSM NO. 5623

3/25/14  
 DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0393 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL: 275  
 PURPOSE: LIMITED ACCESS RIGHT OF WAY  
 ESTATE: FEE SIMPLE



SCALE: 1" = 300'

**LEGEND**

AKA = ALSO KNOWN AS  
 C = CALCULATED  
 CCR = CERTIFIED CORNER RECORD  
 CHNS = CHAINS  
 CM = CONCRETE MONUMENT  
 F = FIELD  
 FND = FOUND  
 ID = IDENTIFICATION  
 IRC = IRON ROD W/ CAP  
 LA = LIMITED ACCESS  
 LB = LICENSED BUSINESS  
 OR = OFFICIAL RECORDS  
 PG = PAGE  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 PL = PROPERTY LINE  
 R = RADIUS  
 RGE = RANGE  
 R/W = RIGHT OF WAY  
 SEC = SECTION  
 TB = TANGENT BEARING  
 TWP = TOWNSHIP  
 W = WITH

**GENERAL NOTES:**

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 59°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 29, 2012, FILE NO. 2037-2864232 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

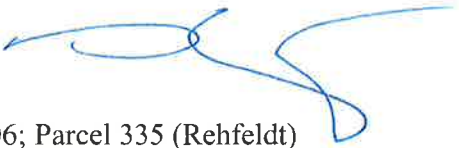
FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		SHEET: 2 OF 2
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		

**CONSENT AGENDA ITEM  
#11**



# MEMORANDUM

TO: Central Florida Expressway Authority      CLIENT-MATTER NO.: 19125.0192  
 Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: July 3, 2018

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 335 (Rehfeldt)  
 Proposed Negotiated Settlement Agreement  
 Date of Good Faith Deposit: September 10, 2015

---

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a proposed settlement between Roger D. Rehfeldt, as Trustee of the Roger D. Rehfeldt Family Trust dated October 1, 1997 and Alesia A. Rehfeldt, Trustee of the Alesia A. Rehfeldt Family Trust dated October 1, 1997, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 335 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206, in Lake County, Florida.

## DESCRIPTION AND BACKGROUND

Parcel 335 is a partial taking totaling 1.074 acres along the SR 46 frontage from a 13.74 acre parent tract. The property is located along the north side of SR 46, east of Round Lake Rd. in unincorporated Lake County, Florida. The property address is 22435 Highway 46, Mount Dora, Florida 32757. The subject property was owned by Roger and Alesia Rehfeldt at the time of the CFX's initial appraisal report and the property was subsequently conveyed to a family trust with Roger and Alesia Rehfeldt as Trustees.

The subject property is improved with a 2,500 sf Office Building and a 6,000 sf Metal Warehouse both built in 1996 located on the rear portion of the subject property. Additional improvements include partially paved outside industrial storage yards, a gravel parking lot located along the front portion of the office building, a concrete driveway extending to SR 46, fencing, chain link fencing and gates, security lighting, irrigation, landscaping trees, and signage. The parent tract currently utilizes a septic tank and drain field for sanitary sewer purposes and water is provided by a deep water well.

The property is zoned MP, Planned Industrial District, by Lake County, with a future land use of Regional Office, by Lake County. The subject property lies within the Wekiva Study Area, the Lake County/Mount Dora Employment Center – Wolf Branch Innovation District and

the City of Mount Dora/Lake County Joint Planning Area.

### CFX APPRAISAL REPORT

Walter N. Carpenter, Jr., of Pinel & Carpenter, Inc., appraised the property on behalf of the Central Florida Expressway Authority. Mr. Carpenter opined the highest and best use of the property as improved was for the continued use as light industrial and office/warehouse use. As vacant, Mr. Carpenter opined the highest and best use would be for development of light industrial, agricultural or commercial use, which is allowable within the Regional Office FLU.

Mr. Carpenter used seven (7) comparable land sales with similar highest and best uses. These sales ranged in price from \$0.79 to \$1.46 per sf. Mr. Carpenter reconciled the value of the property at \$1.15 sf to arrive at a land value for the parent tract of \$687,000. John Speer provided estimates of valuation for the improvements located within area of taking at \$27,515. Thus, Mr. Carpenter concluded that the market value of the part taken at \$53,700 for the land and \$27,515 for the improvements or a total of \$81,215. Mr. Speer estimated the cost to cure to re-establish items in the taking on the remainder property totaling \$42,587. From the cost to cure a deduction of \$16,755 for the contributory value of items already paid with the taking, leaves a net cost to cure of \$25,832. Thus, Mr. Carpenter concludes the total value of the acquisition of Parcel 335 is \$107,045.

### OWNERS VALUATION

The Owners are represented by Joel Roberts, Esq. and Brian Smith, Esq. of Baker & Hostetler. Mr. Roberts on behalf of the Rehfeldts retained appraiser Rick Dreggors who reviewed the Carpenter appraisal and conducted independent research to make preliminary opinions regarding the appropriate amount of compensation for the CFX's taking. Mr. Roberts also had the assistance of engineer Bill Tipton, Jr. and land planner Steve Semonich with Rahenkamp Design Group. The Rehfeldts conveyed that the appropriate amount of compensation for the taking of Parcel 335 totaled \$813,500. The Rehfeldts' compensation is made up of several components including, land value, improvements taken, cost to cure and incurable severance damages to the remainder.

First, Mr. Roberts argued that the appropriate parent tract is comprised of the front 4.757 acres, whose highest and best use is Commercial. Mr. Roberts indicated that comparable commercial sales in the area support a value of \$4.50 sf. Mr. Roberts indicated that Mr. Carpenter's comparable sales were between two and four years old, and none were commercial nor were they adjusted for the rising market experienced over that time. Additionally, Mr. Roberts argued that the valuation of the improvements and cost to cure were undervalued.

Finally, Mr. Roberts argued that Mr. Carpenter failed to address any damages caused to the property, specifically after the road is improved, the Rehfeldt property will be significantly higher than the grade of the roadway, resulting in permanent visibility problems and increased development costs. In the before, the subject property was 3' above SR 46, in the after the subject property will be 13 - 14' higher. Mr. Roberts argued that his experts believe the visibility reduction would result in a downgrade of the highest and best use, from Commercial to Industrial, and corresponding damage for the loss of use of the frontage as commercial. Additionally, Mr. Roberts further argued that the property was damaged due to a loss of the

second driveway in the after due to non-acceptable gradient. Furthermore, the taking results in increased site development costs of \$130,000, caused by the increased grade differential between the roadway and the remainder. Much of the new cost is in the construction of retaining walls and earthwork. Mr. Roberts retained Barefoot brothers to provide a before and after contractors cost estimate for site preparation costs.

In support of the Rehfeldts' position, Mr. Roberts provided (1) Bill Tipton, Jr.'s Grade Analysis demonstrating substantial lowering of the roadway in the after, (2) Rahenkamp's drafter site sketches, and (3) Barefoot brothers Cost of Outparcel site preparation before taking and after taking.

After significant negotiations with the Rehfeldts, the parties agreed to \$258,350 as full settlement for the taking of Parcel 335 and statutory attorney's fees of \$49,930.65. The experts' fees and costs totaled \$45,171.75, which were negotiated down to a total of \$40,900.

For the above-cited reasons, Right of Way counsel requests the CFX Board approve the settlement of the underlying property owner's compensation, all attorneys' fees and litigation costs, and experts' fees and costs in the total amount of \$349,180.65, less the \$107,045.00 previously deposited. Settlement of any and all claims for Parcel 335 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action. This settlement was recommended by the Right of Way Committee at its July 25, 2018 meeting.

#### REQUESTED ACTION

We respectfully request that the CFX Board approve the proposed total settlement of \$349,180.65 in settlement of all claims for compensation, which includes all attorneys' fees and litigation costs, and experts' fees and costs for the acquisition of Parcel 335.

#### ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Location Map, Aerial Tax Map and Photographs of Property
- Exhibit "C" – Settlement Agreement
- Exhibit "D" – Composite Experts' Invoices and Attorneys' Costs
- Exhibit "E" – Composite Tipton, Rahenkamp and  
Barefoot Brothers Construction Exhibits

Reviewed by: \_\_\_\_\_



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 453  
PROJECT No. 429-206**

**PARCEL 335**

**PURPOSE: RIGHT OF WAY  
(ESTATE: FEE SIMPLE)**

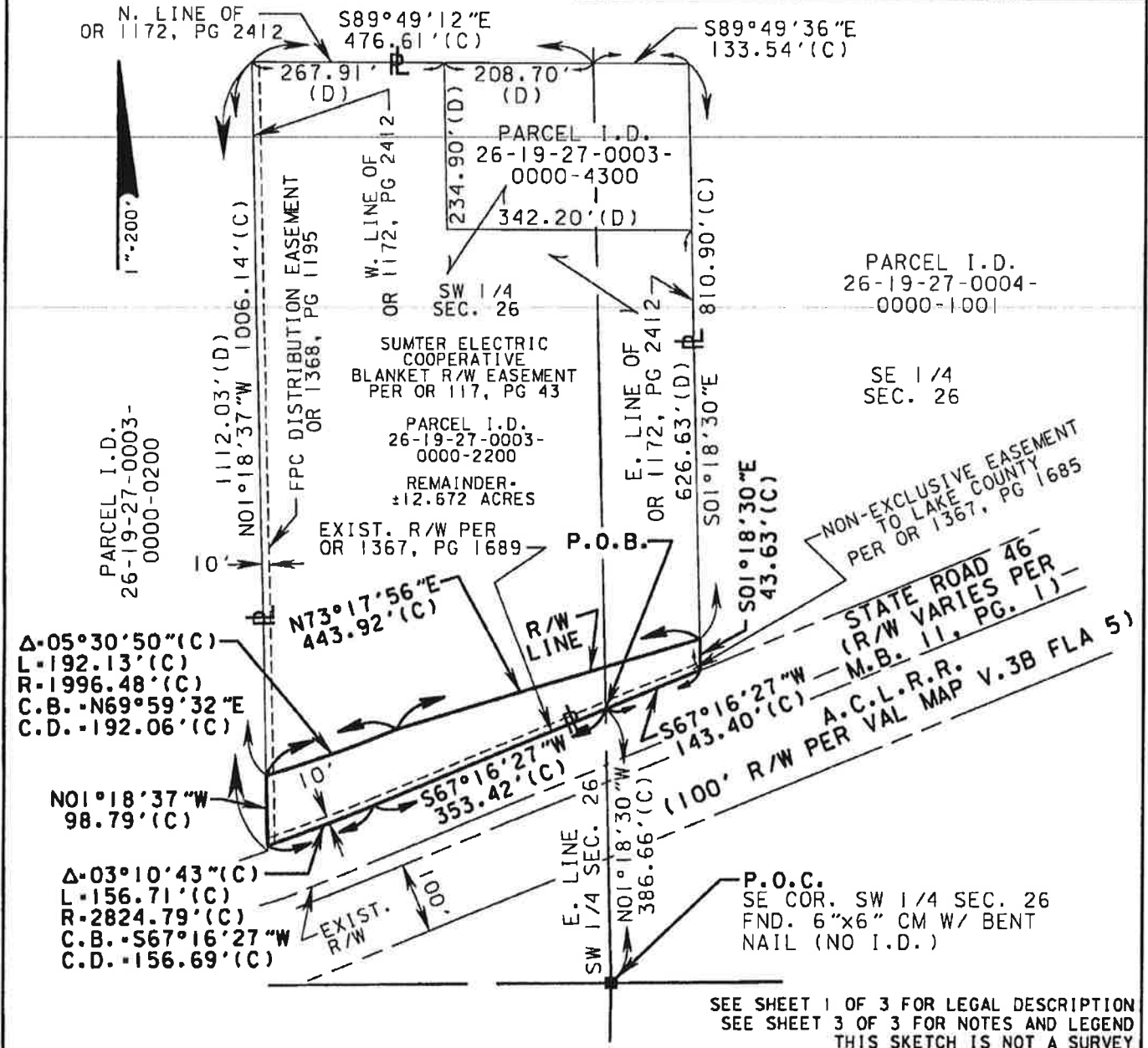
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
A parcel of land lying in the Southwest 1/4 and Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the East line of said Southwest 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1387, Page 1689, Public Records of Lake County, Florida, and the POINT OF BEGINNING; thence departing said west line, run South 67°16'27" West along said Northerly right of way line, a distance of 353.42 feet to a point of curvature of a curve, concave to the Northwest, having a Radius of 2824.79 feet, and a Central angle of 03°10'43"; thence run Southwesterly along the Arc of said curve continuing along said Northerly right of way, a distance of 156.71 feet (Chord Bearing = South 67°16'27" West, Chord Distance = 156.69 feet) to the end of said curve at the West line of lands described in Official Records Book 1172, Page 2412, Public Records of Lake County, Florida; thence departing said Northerly right of way line, run North 01°18'37" West along said West line, a distance of 98.79 feet to a point on a non-tangent curve to the left, concave to the Northwest, having a Radius of 1996.48 feet and a Central Angle of 05°30'50"; thence run Northeasterly along the arc of said curve, a distance of 192.13 feet (Chord Bearing = North 69°59'32" East, Chord Distance = 192.06 feet) to the end of said curve; thence North 73°17'56" East, a distance of 443.92 feet to the East line of said lands described in Official Records Book 1172, Page 2412; thence South 01°18'30" East, along said East line, a distance of 43.63 feet to a point on the aforesaid Northerly right of way line; thence, departing said East line, run South 67°16'27" West along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING.

Containing 1.074 acres, more or less.

PARCEL: 335  
SECTION 26  
TOWNSHIP 19 SOUTH RANGE 27 EAST



RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
		DRMP PROJECT NO. 12-0150.000		SHEET 2 OF 3		DATE: 06/24/14	
		ADD REMAINDER		CWW		11/14	
		PER COMMENTS		CWW		9/14	
REVISION		BY		DATE		DRAWN: JSG	
						SKETCH PREPARED BY  <b>DRMP</b> ENGINEERS • SURVEYORS • PLANNERS • AGENTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	



PARCEL: 335



NOTES:

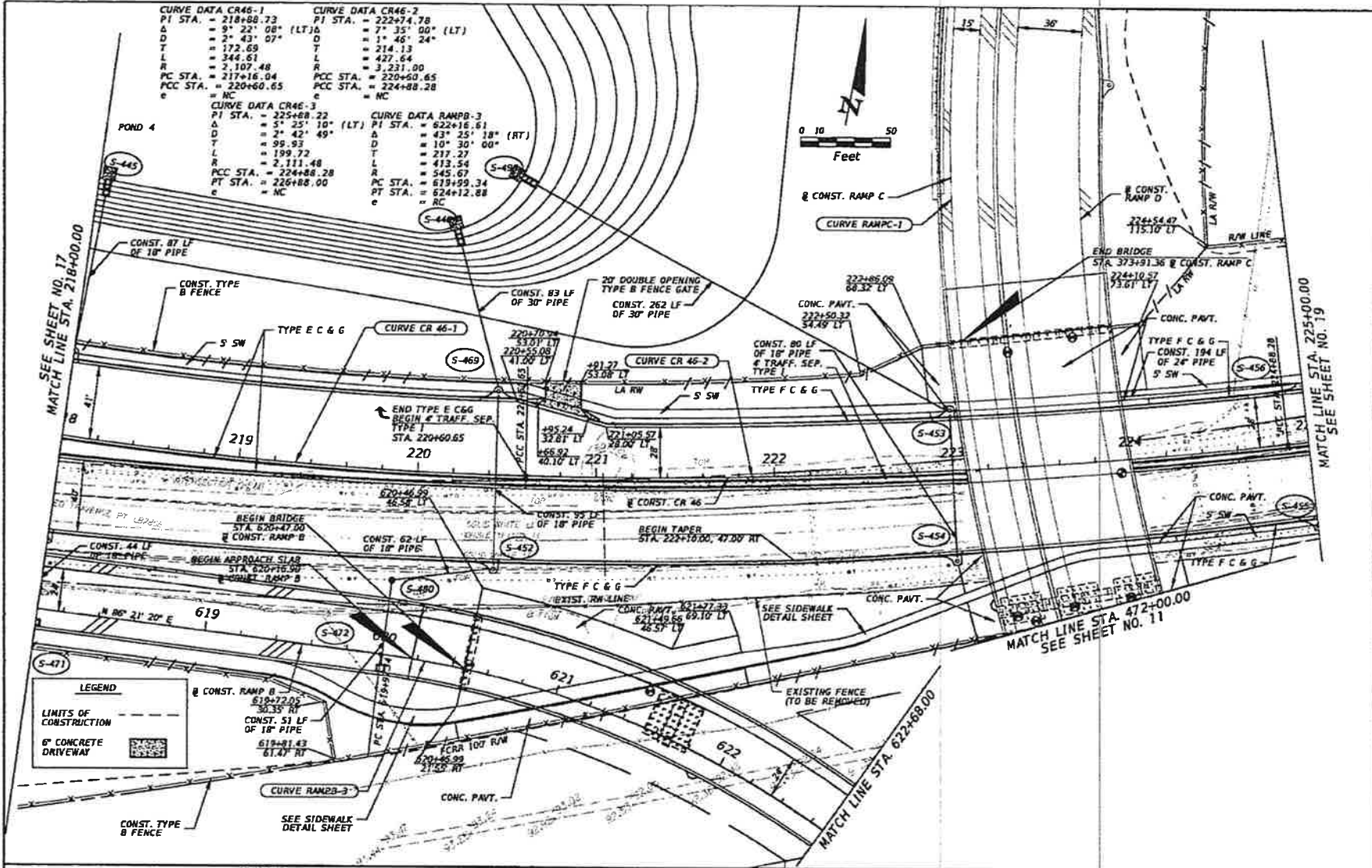
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4709336, DATED FEBRUARY 24, 2014.

LEGEND:

- |   |                                |
|---|--------------------------------|
| A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD | M.B. = MAP BOOK                |
| (C) = CALCULATED DATA                     | OR = OFFICIAL RECORDS BOOK     |
| C.B. = CHORD BEARING                      | $P$ = PROPERTY LINE            |
| C.D. = CHORD DISTANCE                     | P.O.B. = POINT OF BEGINNING    |
| COR. = CORNER                             | P.O.C. = POINT OF COMMENCEMENT |
| CM = CONCRETE MONUMENT                    | No. = NUMBER                   |
| (D) = DEED DATA                           | PG = PAGE                      |
| EXIST. = EXISTING                         | R = RADIUS                     |
| FND. = FOUND                              | REQ. = REQUIRED                |
| FPC = FLORIDA POWER CORPORATION           | R/W = RIGHT-OF-WAY             |
| I.D. = IDENTIFICATION                     | SEC. = SECTION                 |
| IP = IRON PIPE                            | $\Delta$ = CENTRAL ANGLE       |
| L = ARC LENGTH                            |                                |
| L.B. = LICENSED BUSINESS                  |                                |

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

<b>RIGHT OF WAY PARCEL SKETCH</b>	<b>STATE ROAD 453 (WEKIVA PARKWAY)</b>	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. OUTCKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 06/24/14	
	ADD REMAINDER	CWW	11/14	
	PER COMMENTS	CWW	9/14	SCALE: 1" = 200' CHECKED: ALQ
	REVISION	BY	DATE	DRAWN: JSG
			SKETCH PREPARED BY  <b>DRMP</b> <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

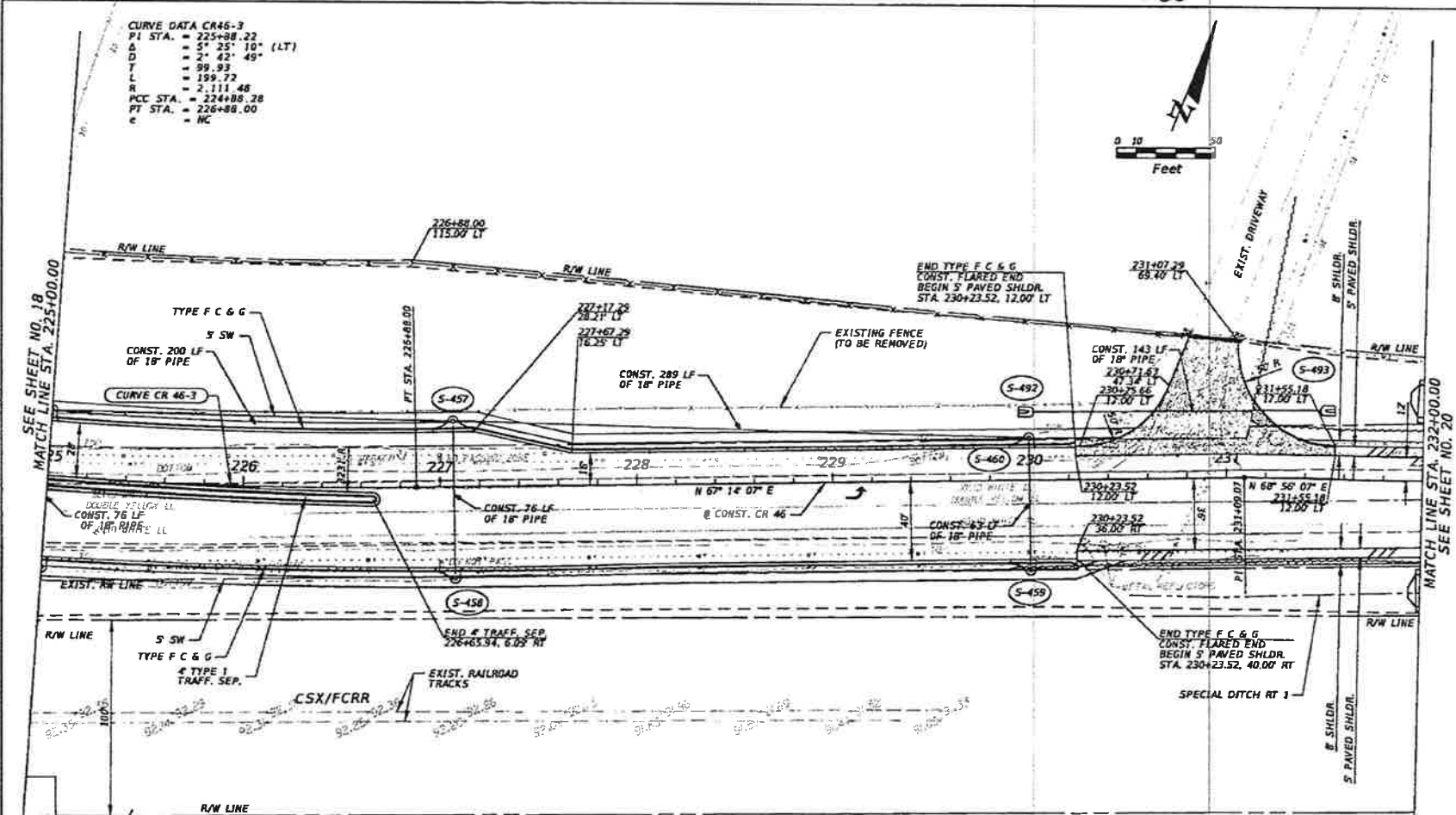
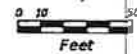


REVISIONS				TROY W. HARGAS, P.E. LICENSE NO. 57619	CFX PROJ. NO. 429-206	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PLAN SHEET 18 CR 46	SHEET NO. 48
DATE	DESCRIPTION	DATE	DESCRIPTION					

**WBO**  
 Design & Engineering  
 201 N. Magnolia Ave.  
 Suite 200  
 Orlando, FL 32803  
 Phone 407.833.4320  
 Fax 407.833.6321  
 CERTIFICATE OF AUTHORIZATION NO. 0796

335

CURVE DATA CR46-3  
 P1 STA. = 225+88.22  
 Δ = 5° 25' 10" (LT)  
 D = 2' 42' 49"  
 T = 99.93  
 L = 199.72  
 R = 2,111.48  
 PCC STA. = 224+88.28  
 PT STA. = 226+88.00  
 c = NC



**LEGEND**

LIMITS OF CONSTRUCTION

ASPHALT TURNOUT REMOVAL & RECONSTRUCTION

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

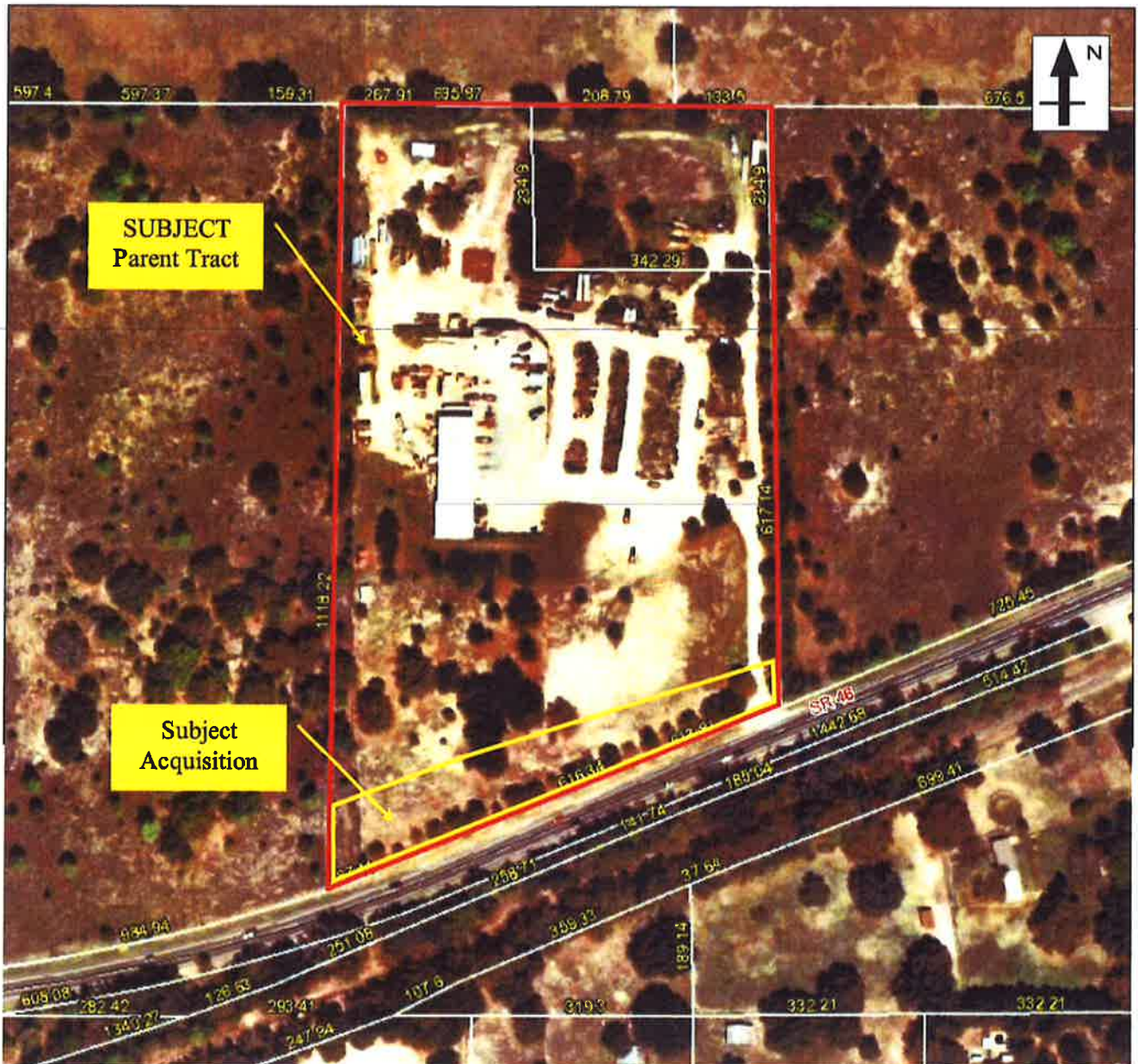
TRIV. W. VARGAS, P.E. LICENSE NO. 57211  
 201 N. Magnolia Ave.  
 Suite 203  
 Orlando, FL 32802  
 Phone 407.876.1820  
 Fax 407.876.1821  
 CERTIFICATE OF AUTHORIZATION NO. 6796

CFX PROJ. NO.  
429-206

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**PLAN SHEET 19**  
**CR 46**

SHEET NO.  
49

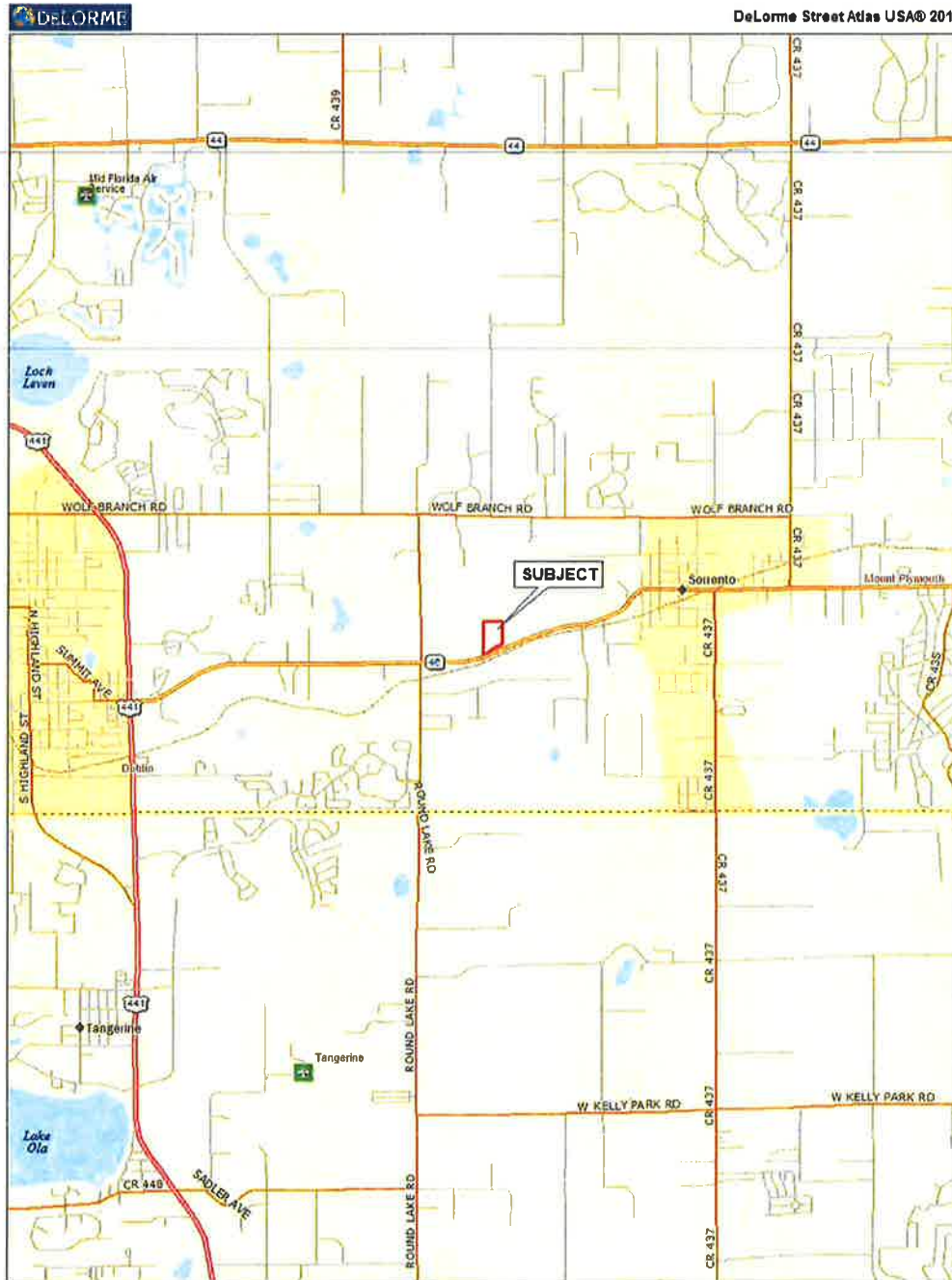


Approximate Representation  
Source: Lake County Property Appraiser

**EXHIBIT "B"**

PARCEL NO.: 335  
OWNER: REHFELDT  
PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453  
CITY/COUNTY: UNINCORPORATED/LAKE

**LOCATION MAP**



Data use subject to license.  
© DeLorme. DeLorme Street Atlas USA © 2011.  
www.delorme.com



PARCEL NO.: 335  
OWNER: REHFELDT  
PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453  
CITY/COUNTY: UNINCORPORATED/LAKE

**SUBJECT PHOTOGRAPHS**



View of the property's entrance driveway looking north from State Road 46.



View of the parent tract looking northwest from State Road 46.

PARCEL NO.: 335  
OWNER: REHFELDT  
PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453  
CITY/COUNTY: UNINCORPORATED/LAKE



View of the driveway looking north from State Road 46 at the taking's southern boundary.



View of the subject improvements located to the rear of the property looking west. The office area is located on the left side and the warehouse area is located on the right side.

PARCEL NO.: 335  
OWNER: REHFELDT  
PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453  
CITY/COUNTY: UNINCORPORATED/LAKE

20



View of the employee parking area looking west towards the subject improvements.



View of the outside industrial storage yard, located towards the rear of the property.



**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA**

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

---

Petitioner,

v.

CASE NO.: 2015-CA-001219

ALAN L. BRIDGES, et al.,

Parcel 335

---

Respondents.

Judge Hill

---

**SETTLEMENT AGREEMENT**

During settlement negotiations, Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (referred to as "Petitioner" or "CFX"), and Respondents, **ROGER D. REHFELDT, as Trustee of the Roger D. Rehfeldt Family Trust dated October 1, 1997**; and **ALESIA A. REHFELDT, Trustee of the Alesia A. Rehfeldt Family Trust dated October 1, 1997**, (referred to as "Respondents"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondents the sum of TWO HUNDRED FIFTY-EIGHT THOUSAND, THREE HUNDRED FIFTY AND NO/100 DOLLARS exactly (**\$258,350.00**) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 335, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property.

2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of ONE HUNDRED SEVEN THOUSAND, FORTY-FIVE AND NO/100 DOLLARS (\$107,045.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of ONE HUNDRED FIFTY-ONE THOUSAND, THREE HUNDRED FIVE AND NO/100 DOLLARS EXACTLY (**\$151,305.00**), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case. Additionally, a Clerk's Fee in the amount of ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00) will be added to the settlement amount for processing the deposit through the Court Registry.

3. Petitioner will pay to the Trust Account of Baker & Hostetler, the total sum of FORTY THOUSAND, NINE HUNDRED AND NO/100 DOLLARS (\$40,900.00), in full settlement of all experts' fees and costs incurred on behalf of Respondents in this matter, as follows:

Tipton and Associates	\$15,700.00
Rahenkamp Design Group	\$15,200.00
Barefoot Construction	\$ 1,500.00
Calhoun Dreggors & Associates	\$ 8,500.00

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4. Petitioner will pay to Baker & Hostetler the sum of FORTY-NINE THOUSAND, NINE HUNDRED THIRTY AND 65/100 DOLLARS (\$49,930.65) in full settlement of statutory attorney's fees in this matter.

5. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

6. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.


7. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 335, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

9. Respondents shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes* (2017).

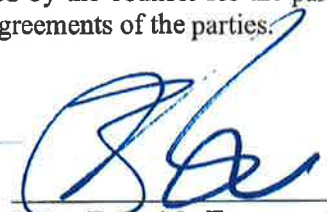
10. Respondents shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.

11. This Settlement Agreement, executed by the counsel for the parties listed below on this 30th day of June, 2018, contains all the agreements of the parties.



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**David A. Shontz, Esq.**  
SHUTTS & BOWEN LLP  
Counsel for Petitioner,  
Central Florida  
Expressway Authority



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**Brian E. Smith, Esq.** FLA BAR NO  
BAKER & HOSTETLER 42316  
Counsel for Respondents,  
Roger D. Rehfeldt, Trustee of the Roger D.  
Rehfeldt Family Trust dated October 1,  
1997 and Alesia A. Rehfeldt, Trustee of the  
Alesia A. Rehfeldt Family Trust dated  
October 1, 1997

ORLDOCS 16089962 3

**STATEMENT OF WORK ACCOMPLISHED  
REHFELDT FAMILY TRUST ROW  
4-574.1**

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
15782	08-17-15	750.00
15793	09-09-15	4,632.00
15809	10-15-15	1,129.45
15870	02-11-16	4,590.00
15884	03-03-16	255.00
15900	04-05-16	1,380.00
15921	05-06-16	3,350.00
15929	06-06-16	950.00
15962	08-03-16	375.00
TOTAL AMOUNT DUE:		\$17,411.45

**STATEMENT OF WORK ACCOMPLISHED**  
**REHFELDT FAMILY TRUST ROW**  
**4-574.1**

Invoice No. 15782, August 17, 2015 - \$750.00

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07/31/15 William E. Tipton, Sr. (WET) reviewed appraisal and addendum appraisal (3.0 hours)

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Invoice No. 15793, September 9, 2015 - \$4,632.00

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08/03/07 William E. Tipton, Sr. (WET) pulled need plans (2.0 hours)  
08/07/15 WET analyzed plans (2.0 hours)  
08/10-14/15 WET prepared for and attended team meeting, analyzed road plans and McIntosh report, prepared requested tables from information in road plans, pulled additional plans (9.0 hours)  
08/19-21/15 WET working on impact of taking drawing, worked on impact of taking drawing and transmitted to attorney (5.0 hours)  
08/27/15 WET received call from attorney (0.5 hours)

Invoice No. 15809, October 15, 2015 - \$1,129.45

09/25/15 Daniel N. Tipton (DNT) made copies of taking drawings for field meeting (0.5 hours)  
09/28/15 William E. Tipton (WET) attended team field review with owner (4.0 hours)

Invoice No. 15870, February 11, 2016 - \$4,590.00

01/13-15/16 William E. Tipton, Sr. (WET) received call from attorney, reviewed file, analyzed taking, wrote draft report & prepared figures (15.0 hours)  
01/15/16 Daniel N. Tipton (DNT) created report figures (3.5 hours)  
01/18/16 DNT revised report figures per WET (0.5 hours)  
01/20/16 WET called attorney, emailed report to attorney (1.0 hour)

**STATEMENT OF WORK ACCOMPLISHED**  
**REHFELDT FAMILY TRUST ROW**  
**4-574.1**

Invoice No. 15884, March 3, 2016 - \$255.00

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02/15/16 William E. Tipton, Sr. (WET) reviewed file, called Steve Semonich (1.0 hour)

Invoice No. 15900, April 5, 2016 - \$1,380.00

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03/08/16 William E. Tipton, Sr. (WET) participated in a conference call with Steve Semonich (1.5 hours)  
03/10/16 WET participated in a team conference call (1.5 hours)  
03/17-18/16 WET reviewed data from County files and drawings from planner, reviewed sightline drawings from planner (2.5 hours)

Invoice No. 15921, May 6, 2016 - #3,350.00

04/20-22/16 William E. Tipton, Sr. (WET) called attorney, reviewed file, analyzed before and after site preparation needs, reviewed FDOT engineers report, items in the take and cure items, called contractor to request cost estimates (12.5 hours)  
04/28/16 William E. Tipton, Jr. (WTJ) emailed cost estimate quantities to contractor, corresponded with contractor on cost estimates needed (1.0 hour)

Invoice No. 15929, June 6, 2016 - \$950.00

05/24/16 William E. Tipton, Sr. (WET) checked cut and fill quantities (1.0 hour)  
05/24/16 William E. Tipton, Jr. (WTJ) met with contractor regarding cost estimates (1.0 hour)  
05/27/16 WET reviewed cost estimates and emailed to attorney (1.0 hour)  
05/27/16 WTJ reviewed contractors cost estimates and emailed to team (1.0 hour)

**STATEMENT OF WORK ACCOMPLISHED**  
**REHFELDT FAMILY TRUST ROW**  
**4-574.1**

Invoice No. 15962, August 3, 2016 - \$375.00

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06/07/16	William E. Tipton, Sr. (WET) participated in conference call with Steve Semonich (1.0 hour)
06/17/16	WET received call from attorney (0.5 hours)

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**Tipton Associates Incorporated**

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15782  
August 17, 2015  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended July 31, 2015

Project 4574:1 Lake County

**Professional Services**

William E. Tipton, Sr.

<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
3.00	\$250.00	\$750.00
Services Total		<u>\$750.00</u>
Charges Subtotal		<u>\$750.00</u>
<b>Invoice Total</b>		<u><b>\$750.00</b></u>





**Tipton Associates Incorporated**

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15793**  
September 09, 2015  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended August 31, 2015

Project 4574:1 Lake County

**Professional Services**

William E. Tipton, Sr.

Hours	Rate	Amount
18.50	\$250.00	\$4,625.00
Services Total		\$4,625.00

**Reimbursable Expense**

Wide Format Scan

	Amount
	\$7.00
Reimbursable Total	\$7.00
Charges Subtotal	\$4,632.00
<b>Invoice Total</b>	<b>\$4,632.00</b>

Outstanding Invoices	Number	Date	Amount
Invoice	15782	8/17/15	\$750.00

**Total Unpaid Invoices** \$750.00

**Balance Due** \$5,382.00



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15809  
October 15, 2015  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended September 30, 2015

Project 4574:1 Lake County

### Professional Services

	Hours	Rate	Amount
William E. Tipton, Sr.	4.00	\$250.00	\$1,000.00
Engineer/Planner/Sr. Analyst	0.50	\$135.00	\$67.50
<b>Services Total</b>			<b>\$1,067.50</b>

### Reimbursable Expense

	Amount
In-house Wide Format Copying Bond	\$21.00
Tolls	\$3.45
Personal Car Mileage	\$37.50
<b>Reimbursable Total</b>	<b>\$61.95</b>

**Charges Subtotal** \$1,129.45

**Invoice Total** \$1,129.45

Outstanding Invoices	Number	Date	Amount
Invoice	15782	8/17/15	\$750.00
Invoice	15793	9/9/15	\$4,632.00

**Total Unpaid Invoices** \$5,382.00

**Balance Due** \$6,511.45



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15870  
February 11, 2016  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended January 31, 2016

Project 4574:1 Lake County

**Professional Services**

William E. Tipton, Sr.  
Engineer/Planner/Sr. Analyst

Hours	Rate	Amount
16.00	\$250.00	\$4,000.00
4.00	\$135.00	\$540.00
Services Total		<u>\$4,540.00</u>

**Reimbursable Expense**

Cadd/Computer

	Amount
Cadd/Computer	\$50.00
Reimbursable Total	<u>\$50.00</u>
Charges Subtotal	<u>\$4,590.00</u>
<b>Invoice Total</b>	<b><u>\$4,590.00</u></b>

Outstanding Invoices	Number	Date	Amount
Invoice	15782	8/17/15	\$750.00
Invoice	15793	9/9/15	\$4,632.00
Invoice	15809	10/15/15	\$1,129.45

<b>Total Unpaid Invoices</b>	<b><u>\$6,511.45</u></b>
<b>Balance Due</b>	<b><u>\$11,101.45</u></b>



**Tipton Associates Incorporated**

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15884**  
March 03, 2016  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended February 29, 2016

Project 4574:1 Lake County

**Professional Services**

William E. Tipton, Sr.

Hours	Rate	Amount
1.00	\$250.00	\$250.00
Services Total		\$250.00

**Reimbursable Expense**

Telephone

	Amount
Telephone	\$5.00
Reimbursable Total	\$5.00
Charges Subtotal	\$255.00
<b>Invoice Total</b>	<b>\$255.00</b>

Outstanding Invoices	Number	Date	Amount	
Invoice	15782	8/17/15	\$750.00	
Invoice	15793	9/9/15	\$4,632.00	
Invoice	15809	10/15/15	\$1,129.45	
Invoice	15870	2/11/16	\$4,590.00	
			<b>Total Unpaid Invoices</b>	<b>\$11,101.45</b>
			<b>Balance Due</b>	<b>\$11,356.45</b>



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15900  
April 05, 2016  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended March 31, 2016

Project 4574:1 Lake County

**Professional Services**

William E. Tipton, Sr.

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5.50	\$250.00	\$1,375.00
Services Total		<u>\$1,375.00</u>

**Reimbursable Expense**

Telephone

	<u>Amount</u>
	\$5.00
Reimbursable Total	<u>\$5.00</u>
Charges Subtotal	<u>\$1,380.00</u>
<b>Invoice Total</b>	<b><u>\$1,380.00</u></b>

<u>Outstanding Invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>	
Invoice	15782	8/17/15	\$750.00	
Invoice	15793	9/9/15	\$4,632.00	
Invoice	15809	10/15/15	\$1,129.45	
Invoice	15870	2/11/16	\$4,590.00	
Invoice	15884	3/3/16	\$255.00	
			<b>Total Unpaid Invoices</b>	<b><u>\$11,356.45</u></b>
			<b>Balance Due</b>	<b><u>\$12,736.45</u></b>



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15921  
May 06, 2016  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended April 30, 2016

Project 4574:1 Lake County

### Professional Services

William E. Tipton, Sr.  
Chief Engineer/Planner

Hours	Rate	Amount
12.50	\$250.00	\$3,125.00
1.00	\$225.00	\$225.00
Services Total		<u>\$3,350.00</u>
Charges Subtotal		<u>\$3,350.00</u>
<b>Invoice Total</b>		<b><u>\$3,350.00</u></b>

Outstanding Invoices	Number	Date	Amount
Invoice	15782	8/17/15	\$750.00
Invoice	15793	9/9/15	\$4,632.00
Invoice	15809	10/15/15	\$1,129.45
Invoice	15870	2/11/16	\$4,590.00
Invoice	15884	3/3/16	\$255.00
Invoice	15900	4/5/16	\$1,380.00

**Total Unpaid Invoices** \$12,736.45  
**Balance Due** \$16,086.45



**Tipton Associates Incorporated**

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15929  
June 06, 2016  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended May 31, 2016

Project 4574:1 Lake County

**Professional Services**

William E. Tipton, Sr.  
Chief Engineer/Planner

Hours	Rate	Amount
2.00	\$250.00	\$500.00
2.00	\$225.00	\$450.00
Services Total		<u>\$950.00</u>
Charges Subtotal		<u>\$950.00</u>
<b>Invoice Total</b>		<b><u>\$950.00</u></b>

Outstanding Invoices	Number	Date	Amount
Invoice	15782	8/17/15	\$750.00
Invoice	15793	9/9/15	\$4,632.00
Invoice	15809	10/15/15	\$1,129.45
Invoice	15870	2/11/16	\$4,590.00
Invoice	15884	3/3/16	\$255.00
Invoice	15900	4/5/16	\$1,380.00
Invoice	15921	5/6/16	\$3,350.00

<b>Total Unpaid Invoices</b>	<b><u>\$16,086.45</u></b>
<b>Balance Due</b>	<b><u>\$17,036.45</u></b>



**Tipton Associates Incorporated**

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15962  
August 03, 2016  
Page number 1

Project 4574: Rehfeldt Family Trust ROW

Brian Smith, Esq  
Baker Hostetler  
200 South Orange Ave., Suite 2300  
Orlando, FL 32801-3432

Professional Services for the period ended July 31, 2016

Project 4574:1 Lake County

**Professional Services**

William E. Tipton, Sr.

Hours	Rate	Amount
1.50	\$250.00	\$375.00
Services Total		<u>\$375.00</u>
Charges Subtotal		<u>\$375.00</u>
<b>Invoice Total</b>		<b><u>\$375.00</u></b>

Outstanding Invoices	Number	Date	Amount
Invoice	15782	8/17/15	\$750.00
Invoice	15793	9/9/15	\$4,632.00
Invoice	15809	10/15/15	\$1,129.45
Invoice	15870	2/11/16	\$4,590.00
Invoice	15884	3/3/16	\$255.00
Invoice	15900	4/5/16	\$1,380.00
Invoice	15921	5/6/16	\$3,350.00
Invoice	15929	6/6/16	\$950.00

<b>Total Unpaid Invoices</b>	<b><u>\$17,036.45</u></b>
<b>Balance Due</b>	<b><u>\$17,411.45</u></b>





# Rahenkamp Design Group, Inc.



Invoice submitted to:

Mr. Brian E. Smith  
Baker Hostetler  
200 South Orange Avenue  
Suite 2300  
Orlando, FL 32801

January 25, 2018

In Reference To: Job # 16.006, Central Florida Expressway Authority v. Roger and Alesia Rehfeldt  
Project: State Road 429-Wekiva Parkway Extension  
Parcel No.: 335

## For Professional Services Rendered:

	Hours	Fees
01/27/16 Telephone conversation with Brian Smith re: theory of case	0.40	60.00
Meeting with Bridger DeMars re: coordinate research associated with highest and best use	0.20	30.00
Print appraisal report	0.20	19.00
Research regulatory information on subject property re: FLU, zoning, wetlands, flood plain, parking requirements, open space requirements and minimum lot size	6.40	800.00
01/28/16 Contact Lake County Planning Department re: subject property development potential along State Road 429	0.40	50.00
Dictate email to Lake County Planning Department re: subject property MP Industrial Ordinance Number per development potential along State Road 429	0.40	50.00
Research Lake County Land Development Code per site requirements for subject property lot split; research applicable Lake County Overlay Districts per potential development issues	2.20	275.00
Dictate Telephone Conversation Report per conversation with Rick Hartenstein, Lake County Senior Planner	0.80	100.00
Research subject property development history per Lake County 1991 Comprehensive plan and related documents; research subject property building permits	4.00	500.00
Dictate email to Lake County Planning Department re: request 1991 Lake County Comprehensive Plan and	0.40	50.00
01/29/16 Contact Lake County Planning Department re: method to obtain and review subject property's planning file	0.60	75.00

Development Services • Golf Course Architecture • Eminent Domain  
Landscape Architecture • Land Use Planning  
(LC000034)

2816 S. MacDill Avenue  
Tampa, FL 33629

Ph: (813) 835-4022 • Fx: (813) 835-9226

Eric@RDGroup.org • www.RDGroup.org

	Hours	Fees
01/31/16 Review Central Florida Expressway Authority appraisal (Pinel & Carpenter)	0.20	50.00
02/01/16 Contact Lake County Planning Department re: obtain MP ordinances per neighboring properties	0.40	50.00
02/02/16 Research subject property sales history per past lot split	1.40	175.00
02/02/16 Research sales and lot split per history of subject property; research adjacent properties per similar MP Industrial zoning	2.20	275.00
02/03/16 Meeting with Bridger DeMars re: regulatory history of subject property and permissibility of commercial uses along road frontage	0.80	120.00
Meeting with Steve Semonich re: subject property history and development rights per zoning and FLU	0.80	100.00
Research City of Mount Dora-Lake County Joint Planning Agreement	1.00	125.00
Telephone conversation with Brian Smith re: highest and best use of subject property	0.60	90.00
Research subject property topography per development potential	1.20	150.00
02/09/16 Contact Lake County Chief Planner per status of request for the County's 1991 Comp Plan and Data, Inventory, and Analysis addendum	0.40	50.00
Research City of Mount Dora-Lake County Joint Planning Agreement per subject property development applicability	1.20	150.00
Review draft Tipton Associates engineering report	0.20	50.00
02/11/16 Conversation with Bill Tipton, Sr. re: engineering issues related to highest and best use of roadway frontage	0.20	30.00
Contact Lake County Planning Department re: status of Public Records Request	0.40	50.00
Download Public Records Request documents from Lake County FTP site and print for mail file	0.60	57.00
Review subject property Site Plan amendments per regulatory issues for future development	2.40	300.00
Review City of Mount Dora/Lake County Joint Planning Area Agreement	0.20	30.00
02/15/16 Research subject property applications and permits per St. Johns Water Management District	2.60	325.00
Review updated Wekiva Parkway Construction Documents per changes since last submission	1.80	225.00
02/16/16 Research subject property development rights per zoning and FLU when originally developed in 1995 and expanded in 2001	3.40	425.00
Contact Lake County Planning Department re: subject property FLU change during the County	0.60	75.00
Research Lake County Economic Overlay District per development effect on subject property	1.60	200.00
Research Lake County Employment Center development per effect on future of subject property	1.60	200.00

	Hours	Fees
02/17/16 Contact Lake County Planning Department re: 1991 Comprehensive Plan Data, Inventory, and Analysis Support Document per subject property previous development rights	0.20	25.00
Contact Lake County Planning Department re: subject property vested rights per MP Ordinance	0.60	75.00
Review Lake County Vested Rights Ordinances per subject property development rights before and after the County's 2030 Comprehensive Plan	2.40	300.00
Meeting with Bridger DeMars re: regulatory research associated with subject property per approvals and historic Future Land Use and zoning modifications	0.40	60.00
Conversation with Joel Roberts re: highest and best use and development potential of subject property	0.40	60.00
Research compatible zoning with Regional Office FLU re: subject property surrounding zonings per commercial and industrial land uses with Regional Office FLU	3.60	450.00
Meeting with Steve Semonich re: subject property vested rights; subject property development and regulatory timeline per lost development rights	1.40	175.00
02/18/16 Prepare base sheet per align Lake County parcel data, aerial data and subject property	2.40	300.00
Download aerial data, Lake County parcel data and site graphics	2.20	275.00
Prepare Existing Conditions plan per align subject property with existing roadways, proposed Wekiva Parkway taking and existing site improvements	2.60	325.00
Prepare Future Conditions plan per update subject property per proposed taking	1.40	175.00
02/19/16 Update Future Conditions plan per proposed Wekiva Parkway roadway plans	3.20	400.00
Research required building setbacks and landscape buffers per commercial lot splits	1.40	175.00
Prepare Future Conditions Proposed Plan per required setbacks	1.20	150.00
Contact Lake County Planning Department per clarification of required setbacks from roadways	0.80	100.00
Prepare Existing Conditions Proposed Plan per required setbacks	1.60	200.00
02/22/16 Contact City of Mount Dora per utility locations	0.60	75.00
Research water and sewer utility locations per Lake County My Public Services website	1.40	175.00
Meeting with Steve Semonich re: net buildable area in the before and after condition per required setbacks and landscape buffers	1.80	225.00
Update Existing and Future Conditions Proposed plans per remove drive aisles, increase line weight and reconfigure bubbles	3.00	375.00
02/23/16 Meeting with Steve Semonich re: reduction of building envelope resulting from acquisition	0.20	25.00
Meeting with Bridger DeMars re: reduction of building envelope resulting from acquisition	0.20	30.00

	Hours	Fees
02/25/16 Contact Lake County per request 1991 Data, Inventory and Analysis Support Document	0.40	50.00
03/01/16 Telephone conversation with Brian Smith re: highest and best use analysis and potential impacts resulting from acquisition	0.40	60.00
03/03/16 Review Lake County zoning regulations associated with subject property per assess highest and best use; review environmental and physical characteristics of subject property per assess highest and best use	1.20	180.00
03/07/16 Conversation with Bill Tipton, Sr. re: impacts resulting from the acquisition	0.20	30.00
03/08/16 Conversation with Bill Tipton, Sr. re: development potential impacts resulting from acquisition	0.20	30.00
Assess impacts to development potential of remainder tract per access, site configuration, buildable area, etc.	2.40	360.00
Review Lake County Land Development Code, site plan approvals, etc. per identify potential regulatory impacts resulting from acquisition	0.80	120.00
Telephone conversation with Brian Smith re: potential impacts resulting from acquisition	0.20	30.00
03/09/16 Analyze impacts to development potential in After Condition based upon visibility, topography and site constraints	3.40	510.00
03/10/16 Meeting with Steve Semonich re: section drawings per before and after conditions view shed from roadway	1.40	175.00
Conference call with Bill Tipton, Sr., Rick Dreggors, Joel Roberts and Brian Smith re: impacts resulting from acquisition	1.80	270.00
Meeting with Bridger DeMars re: preparation of sections for visibility analysis, along with Existing and Future Conditions plans	1.20	180.00
Research required landscape buffers and building setbacks per subject property redevelopment	1.20	150.00
Update Existing and Future Conditions plans per add existing site improvements and plot required building offset and landscape buffer	3.20	400.00
Prepare sections of Before and After Condition per assess visibility impacts upon proposed development	1.60	200.00
03/11/16 Research Lake County LDC per requirements for lot splits re: ROW easements, flag lots and minimum lot size	1.20	150.00
Contact Lake County Planning Department re: road access requirement for commercial lot splits	0.20	25.00
Prepare before and after conditions section cuts	6.20	775.00
Review regulations pertaining to access management per driveways	0.80	120.00
03/15/16 Review visibility section exhibits	0.40	60.00
Meeting with Bridger DeMars re: modifications to visibility section exhibits	0.40	60.00
Prepare E-mail to Bill Tipton, Sr. and Rick Dreggors re: approved site plans associated with subject property	0.40	60.00

	Hours	Fees
03/15/16 Prepare Future Conditions State Road 46 Road Profile drawing re: plot road and ridge line elevations in existing and future conditions; prepare map insets per locational understanding of profile areas	6.80	850.00
<del>03/16/16 Prepare Future Conditions Section plans per three proposed roadway stations re: plot elevations and lowest line of visibility per existing and future roadway elevations</del>	<del>6.20</del>	<del>775.00</del>
03/17/16 Meeting with Bridger DeMars re: Existing Conditions plan, Future Conditions plan and section exhibits	0.60	90.00
Prepare E-mail to Bill Tipton, Sr. and Rick Dreggors re: Existing and Future Conditions plans	0.20	30.00
Update Existing and Future Conditions Proposed plans per hatch development bubbles; update future proposed roadway with bridge and retaining wall labels	2.60	325.00
Meeting with Steve Semonich re: section drawing updates per increased lineweight legibility and label clarity	1.40	175.00
03/28/16 Conversation with Courtney Abrams re: visibility impact	0.20	30.00
04/20/16 Telephone conversation with Brian Smith re: development potential and visibility impacts resulting from acquisition	0.20	30.00
04/25/16 Research Lake County FTP site per 1991 Comprehensive Plan Data, Inventory and Analysis addendum re: subject property past development rights	1.80	225.00
06/01/16 Conversation with Rick Dreggors re: cost of items in take and cost to cure	0.40	60.00
06/02/16 Conversation with Brian Smith re: cost to cure	0.40	60.00
06/07/16 Conversation with Bill Tipton, Sr. re: engineering cost estimates and increased development costs resulting from acquisition	1.00	150.00
Conference call with Rick Dreggors and Courtney Abrams re: engineering assessment of remainder	0.80	120.00
Total Professional Services:	126.60	\$16,376.00

**For Expenses Incurred:**

B&W Xerox:	55.40
Color Xerox:	209.10
Submittal Fee:	181.80
Total Expenses:	\$446.30
Total This Invoice:	\$16,822.30

Fees

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**Balance Now Due:**

**\$16,822.30**

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# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 25, 2018

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Brian Smith, Esq.  
c/o BakerHostetler  
SunTrust Center • Suite 2300  
200 South Orange Avenue  
Orlando, FL 32801

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**RE: Owner: Rehfeldt**  
**Project: Wekiva Parkway**  
**Parcel No.: 335**  
**County: Lake**

## INVOICE

Review CFX appraisal, conferences with owner's representative, inspect subject parcel, meeting with the owners and experts, review valuation issues, review planning and engineering issues, conferences with land planner, analysis/review of highest and best use after the taking, review cost estimate and damages to remainder, analysis of compensation.

LaBarre:	3.00 Hrs. x \$150/Hr. =	\$ 450
Abrams Schmidt:	24.25 Hrs. x \$175/Hr. =	4,244
Dreggors:	17.25 Hrs. x \$275/Hr. =	<u>4,744</u>
<b>Total</b>		<b>\$9,438</b>

Thank you,

Richard C. Dreggors, GAA  
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804  
Tel (407) 835-3395 • Fax (407) 835-3393

---

<b>OWNER</b>	<b>REHFELDT</b>	<b>KIMBERLY LABARRE</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>335</b>	
<b>COUNTY</b>	<b>LAKE</b>	

---

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
03/10/16	PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE, ENGINEER AND LAND PLANNER.	<u>3.00</u>
	<b>TOTAL HOURS</b>	<b>3.00</b>

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<b>OWNER</b>	<b>REHFELDT</b>	<b>COURTNEY ABRAMS SCHMIDT</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>335</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
03/22/16	REVIEW OF FILE AND EXPERTS REPORTS; RESEARCH/ANALYSIS OF SALES; ANALYSIS OF CONDEMNOR'S REPORTS AND SALES	4.75
03/23/16	RESEARCH/ANALYSIS OF SALES; PRELIMINARY ANALYSIS OF COMPENSATION; WORK ON DIFFERENCES CHART.	4.25
03/28/16	MEETING WITH RICK TO REVIEW SALES AND DAMAGES; UPDATE DIFFERENCES CHART; CONFERENCE CALL WITH LAND PLANNER.	2.75
04/05/16	REVIEW OF SALES AND DIFFERENCES CHART; MEETING WITH RICK; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.50
06/01/16	REVIEW OF COST ESTIMATES; MEETING WITH RICK TO REVIEW; CONFERENCE CALL WITH LAND PLANNER.	1.75
06/03/16	WORKED ON CDA COST GRIDS.	1.25
06/07/16	CONFERENCE CALL WITH LAND PLANNER; ANALYSIS OF COST ESTIMATES; UPDATE DIFFERENCES CHARTS.	3.25
06/08/16	ANALYSIS OF COMPENSATION; REVIEW DIFFERENCES CHART WITH RICK; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.50
06/20/16	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	0.75
11/16/16	CALL WITH OWNER'S REPRESENTATIVE.	0.50
	<b>TOTAL HOURS</b>	<b>24.25</b>

<b>OWNER</b>	<b>REHFELDT</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>335</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
05/26/15	REVIEW CFX APPRAISAL; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.75
09/25/15	CONFERENCE WITH OWNER'S REPRESENTATIVE TO DISCUSS NEED FOR A PARKING AND ENGINEERING EXPERTS.	0.50
09/28/15	INSPECT SUBJECT PARCEL; MEETING WITH THE OWNERS AND EXPERTS AT THE SITE TO REVIEW VALUATION MATTERS.	3.25
09/29/15	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	0.50
01/13/16	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW PLANNING AND ENGINEERING ISSUES AND SCOPE OF WORK.	0.50
02/17/16	CONFERENCE WITH LAND PLANNER REGARDING HIS SCOPE OF WORK AND ANALYSIS OF REMAINDER.	0.75
02/17/16	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING THE HIGHEST AND BEST USE BEFORE AND AFTER THE TAKINGS.	0.50
03/10/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS; ANALYSIS/REVIEW HIGHEST AND BEST USE AFTER THE TAKING.	1.50
03/28/16	MEETING WITH ASSOCIATE TO REVIEW SALES; CONFERENCE WITH LAND PLANNER.	1.75
04/05/16	REVIEW OUR ANALYSIS; REVIEW DIAGRAMS FROM RDG; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.00
06/01/16	REVIEW COST ESTIMATE AND DAMAGES TO REMAINDER; CONFERENCE WITH LAND PLANNER AND ASSOCIATE.	1.75
06/08/16	REVIEW COSTS; CONFERENCE WITH LAND PLANNER TO REVIEW DAMAGE ANALYSIS; REVIEW COST ANALYSIS FOR DAMAGES.	1.25

<b>OWNER</b>	<b>REHFELDT</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>335</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
06/20/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING ENGINEER ISSUES AND DAMAGES TO THE REMAINDER.	0.75
11/16/16	MEETING WITH ASSOCIATE TO REVIEW DAMAGE TO REMAINDER.	0.75
08/09/17	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW DEPARTMENT COSTS FOR REMAINDER AND LAND VALUES.	<u>0.75</u>
	<b>TOTAL HOURS</b>	<b>17.25</b>



3201 Corrine Drive  
 Suite #213  
 Orlando, FL 32803

# Invoice

Date	Invoice #
2/20/2017	1718

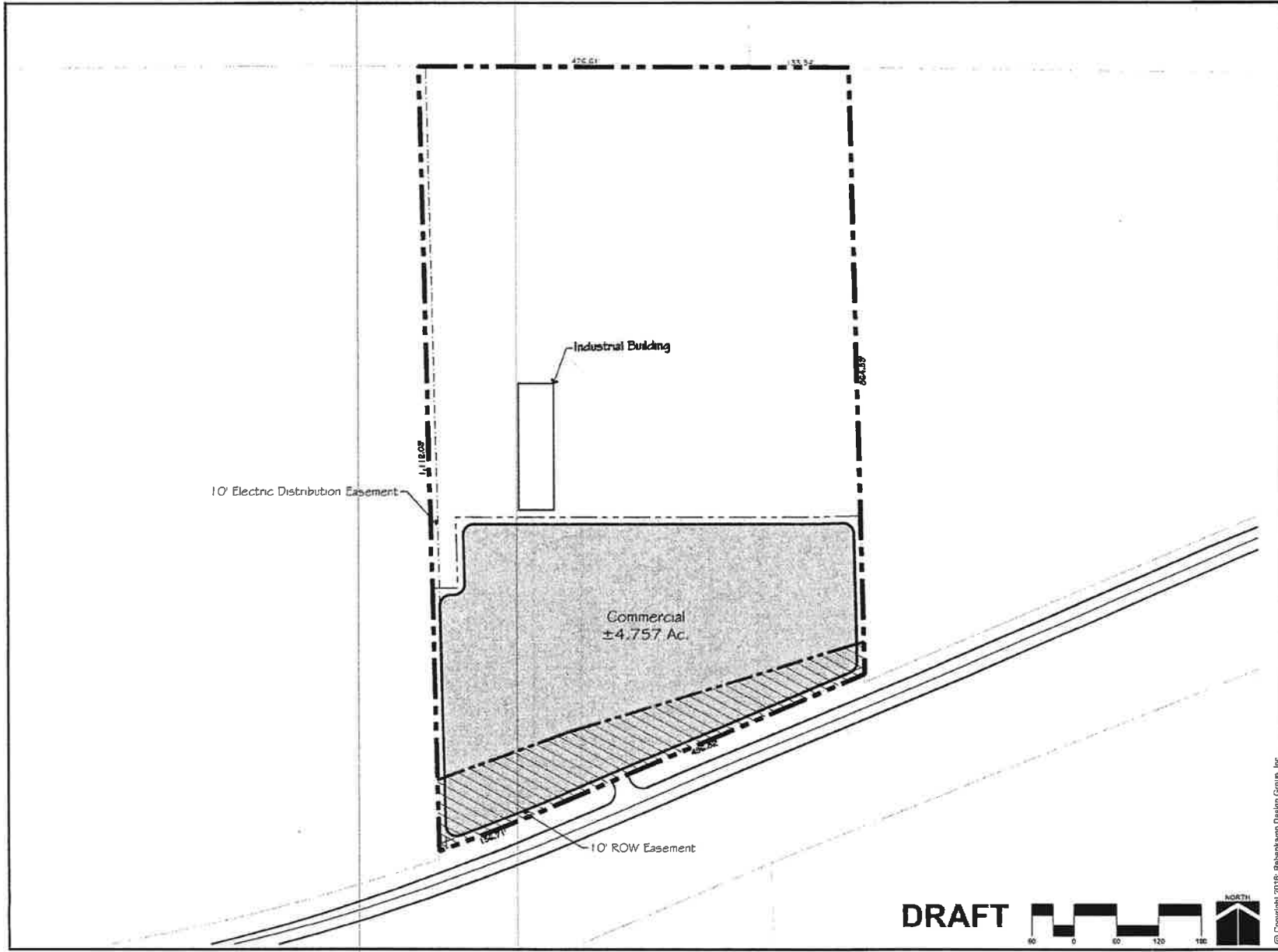
<b>Bill To</b>
Brian E. Smith Esq. Suntrust Center 200 S Orange ave Suite 2300 Orlando, FL 32801-3432 Row Parcel 335 REHFELDT

<b>E-mail</b>	<b>Fax #</b>	<b>Phone #</b>	<b>Project</b>	<b>Terms</b>
office@barefootbrothers.net	863-223-0284	407-960-4834		10th of the month

Item	Description	Prior Amt	Amount
Consulting	10 hours @ \$150 per hr SUMMARY OF WORK COMPLETED 1. Met with engineer Bill Tipton Jr 2. Reviewed existing conditions, area of taking and cure plan drawings. 3. Prepare cost estimates for the itmes in the area of taking, the proposed FDOT cure plan and cost of outparcel site preparation before and after the taking.		1,500.00

Please remit payment to: Barefoot Brothers Construction, LLC POBOX 3257 Winter Park, FL 327990  <a href="http://www.barefootbrothersconstruction.com">www.barefootbrothersconstruction.com</a>	<b>Total</b>	\$1,500.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,500.00

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**RAHENKAMP DESIGN GROUP, INC.**  
 Development Services • Civil/Construction Architecture  
 Landscape Architecture • Land Use Planning  
 LEED® Accredited  
 3214 S. MacDill Avenue  
 Tampa, Florida 33629  
 Phone: (813) 835-4222 Fax: (813) 835-4226  
 www.RDKgroup.com



**Rehfeldt**  
 22435 Highway 46, Lake County, Florida  
 Parcel No. 335  
 client: Mr. Brian E. Smith  
 Baker Hostetler  
 200 South Orange Avenue, Suite 2300  
 Orlando, Florida 32801

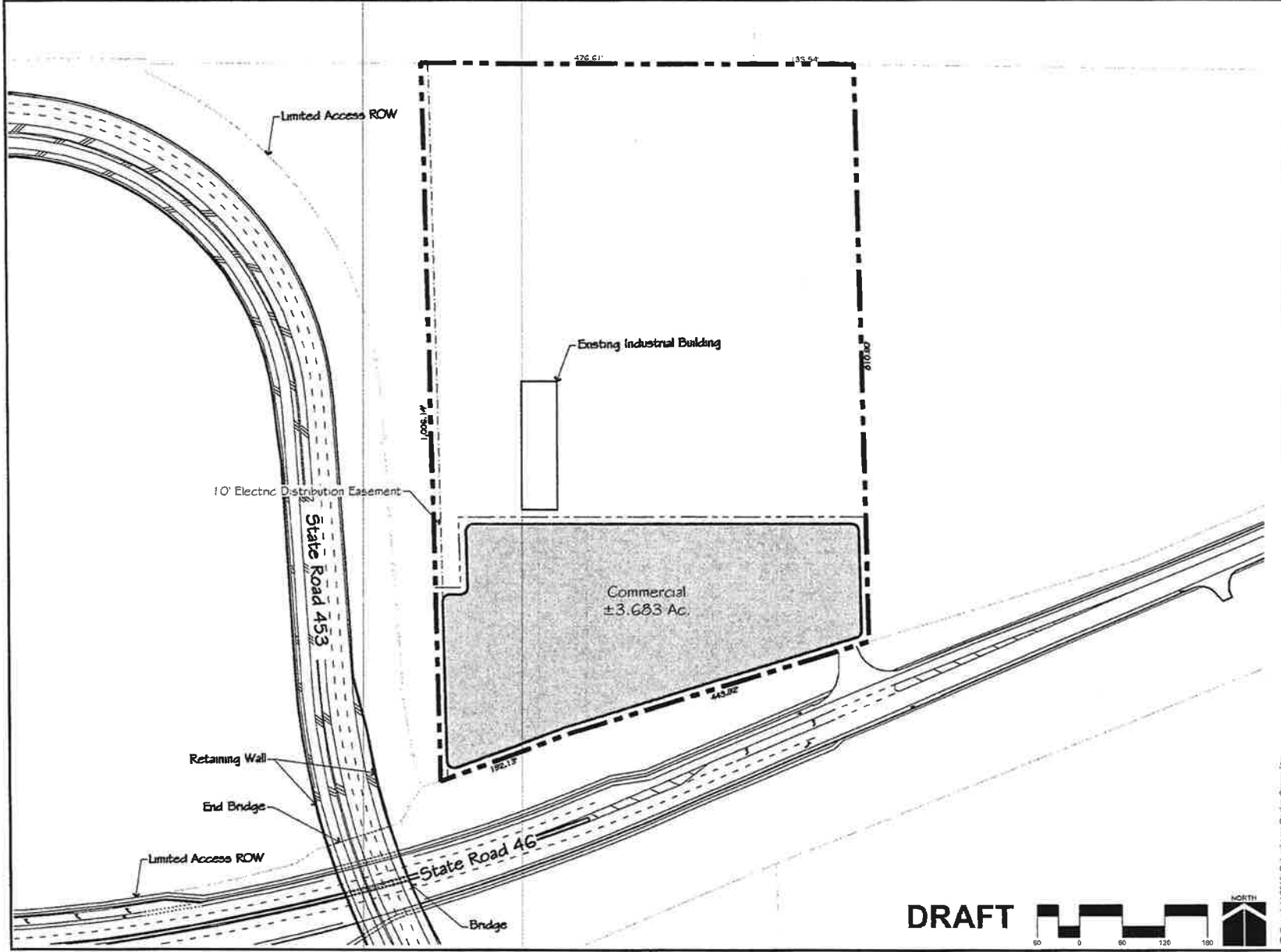
**Existing Conditions (Proposed)**

**DRAFT**



Scale:	1" = 60'	Job No.	16.006
Date:	16 February 16	Drawn:	EER
Design:	BCD	Checked:	
Reviewed:	17 March 16	Stamp:	ECP

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**RAHEKAMP DESIGN GROUP, INC.**  
 Development Services • Golf Course Architecture  
 Landscape Architecture • Land Use Planning  
 2314 S. MacDill Avenue  
 Tampa, Florida 33629  
 Phone (813) 835-8222 Fax (813) 835-8226  
 www.RDKgroup.com



**Rehfeldt**  
 22435 Highway 46, Lake County, Florida  
 Parcel No. 335  
 case: Mr. Brian E. Smith  
 Baker Hosteller  
 200 South Orange Avenue, Suite 2300  
 Orlando, Florida 32801

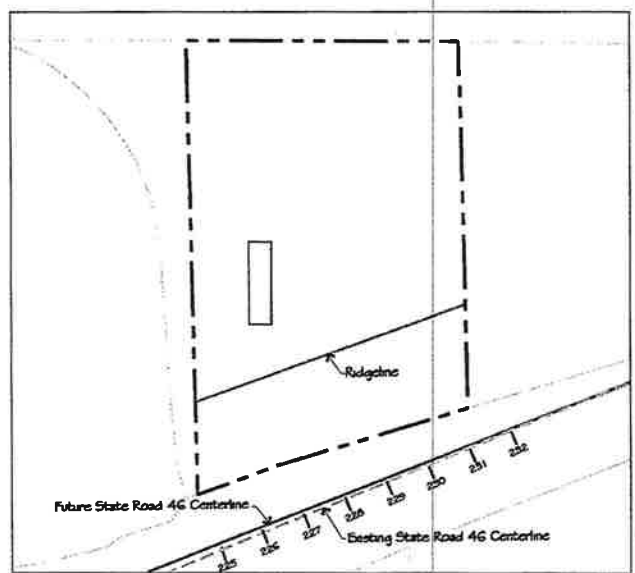
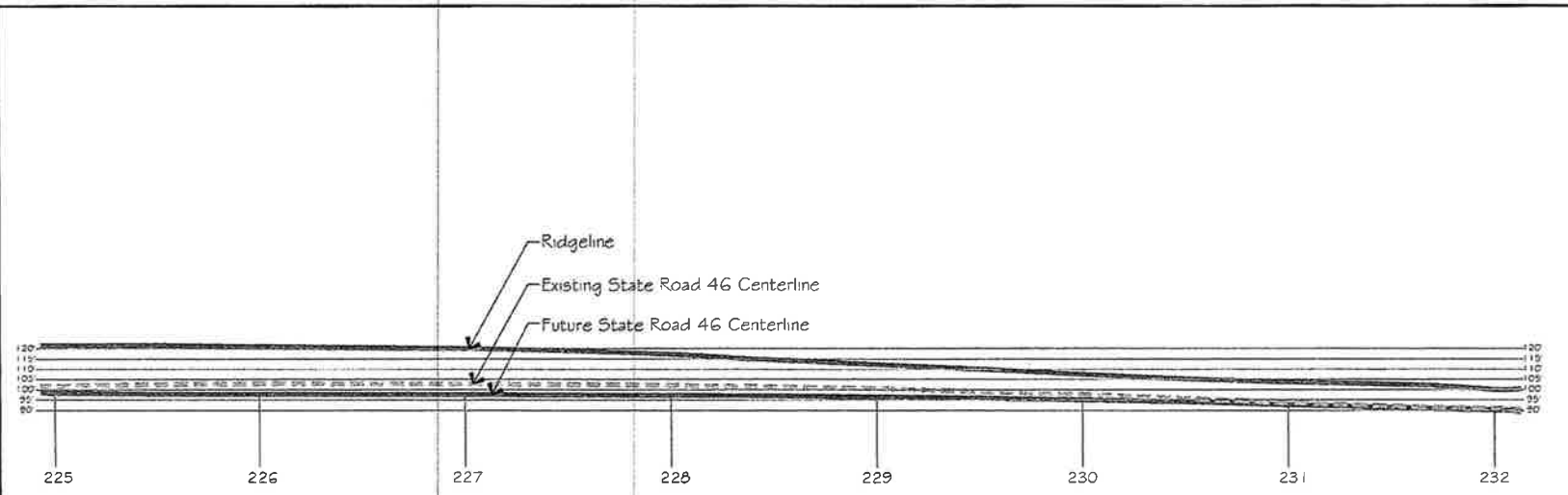
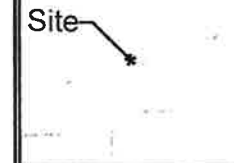
**Future Conditions Proposed (Uncured)**

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**DRAFT**

Scale: 1" = 60'  
 Date: 18 February 16  
 Designer: ESH  
 Checker: BSD  
 Job No.: 16.006  
 Street: FCPU  
 Project: 17 March 16

  
**RAHENKAMP DESIGN GROUP, INC.**  
 Development Services • Civil Engineer Architecture  
 Landscape Architecture • Land Use Planning  
 Planning • Technical Drawings  
 2374 S. MacDill Avenue  
 Tampa, Florida 33629  
 Phone: (813) 835-4122 Fax: (813) 835-9226  
 www.RAHenkamp.com



Subject Property

Scale: NTS

Legend	
	Ridgeline
	Existing State Road 46 Centerline
	Future State Road 46 Centerline

**DRAFT**

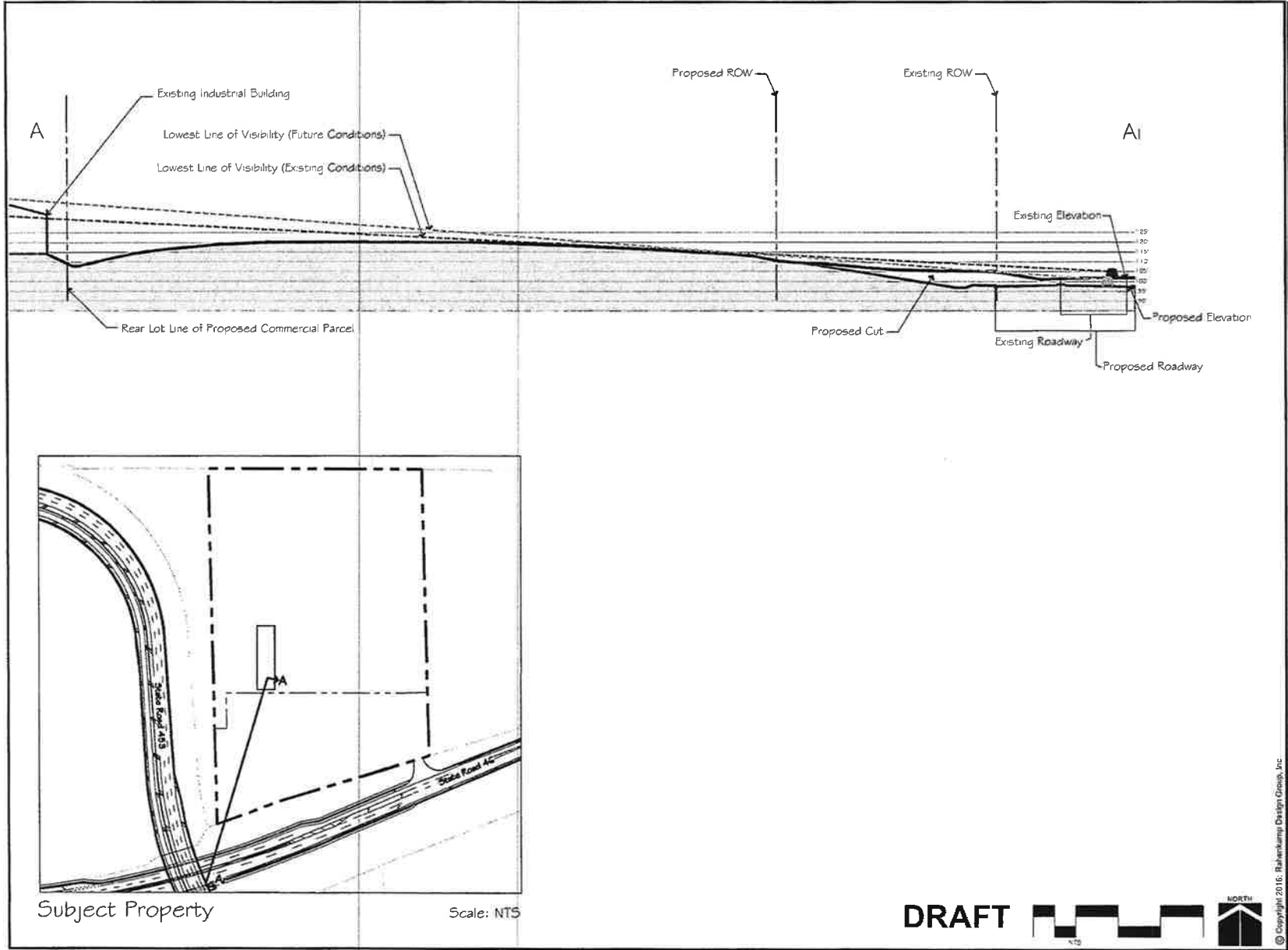


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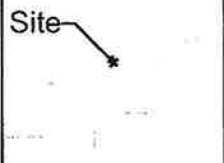
**Rehfeldt**  
 22435 State Road 46, Lake County, Florida  
 Parcel No. 335  
 done Mr. Brian E. Smith  
 Baker Hosteller  
 200 South Orange Avenue, Suite 2300  
 Orlando, Florida 32801  
**State Road 46 Road Profile**

Scale:	NTS	Job No.
Check:	10 March 16	16.006
Design:	EER	
Drawn:	RED	
Checked:		Sheet
Reviewed:	17 March 16	<b>SRP</b>





**RAHENKAMP DESIGN GROUP, INC.**  
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**Rehfeldt**  
 22435 Highway 46, Lake County, Florida  
 Parcel No.: 335  
 Client: Mr. Brian E. Smith  
 Baker Hosteller  
 200 South Orange Avenue, Suite 2300  
 Orlando, Florida 32801

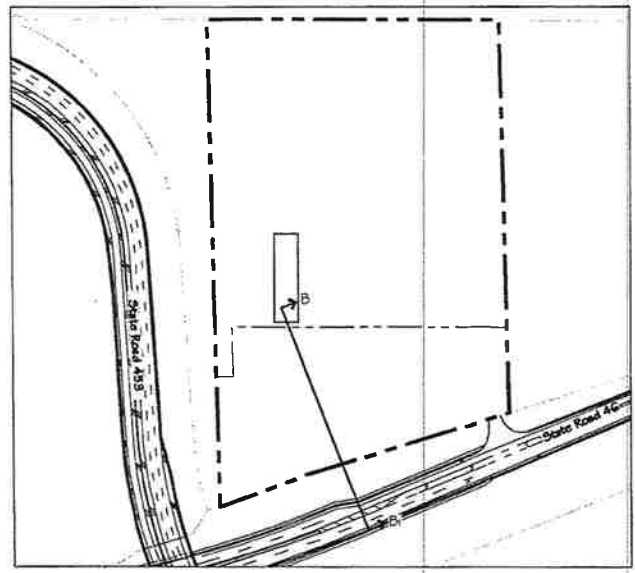
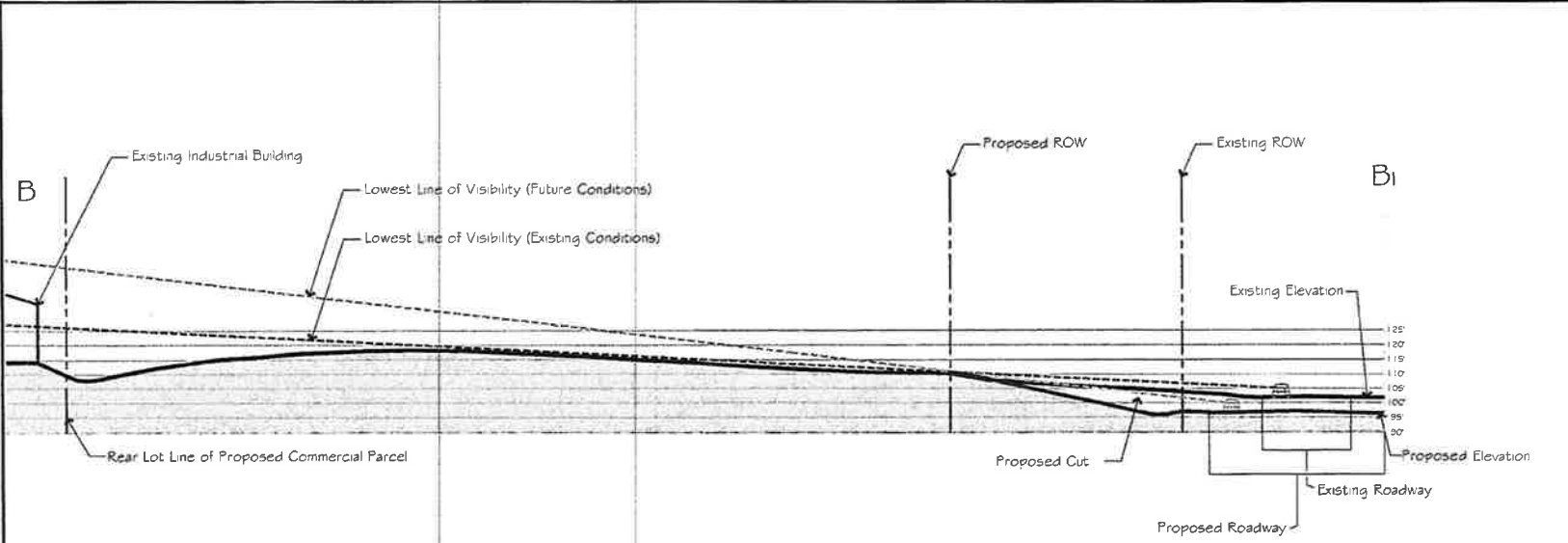
**Section Cut Station 224+50 (Facing Southeast)**

Scale:	NTS	Job No.	16.006
Date:	10 March 16	Sheet	SC224
Design:	BER	Revised:	17 March 16
Drawn:	BER		
Checked:			
Reviewed:			

**DRAFT**



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Subject Property

Scale: NTS



Site

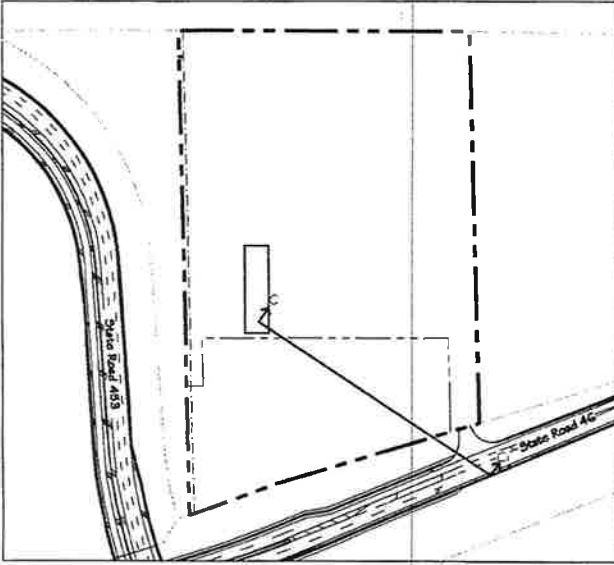
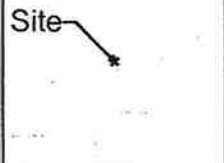
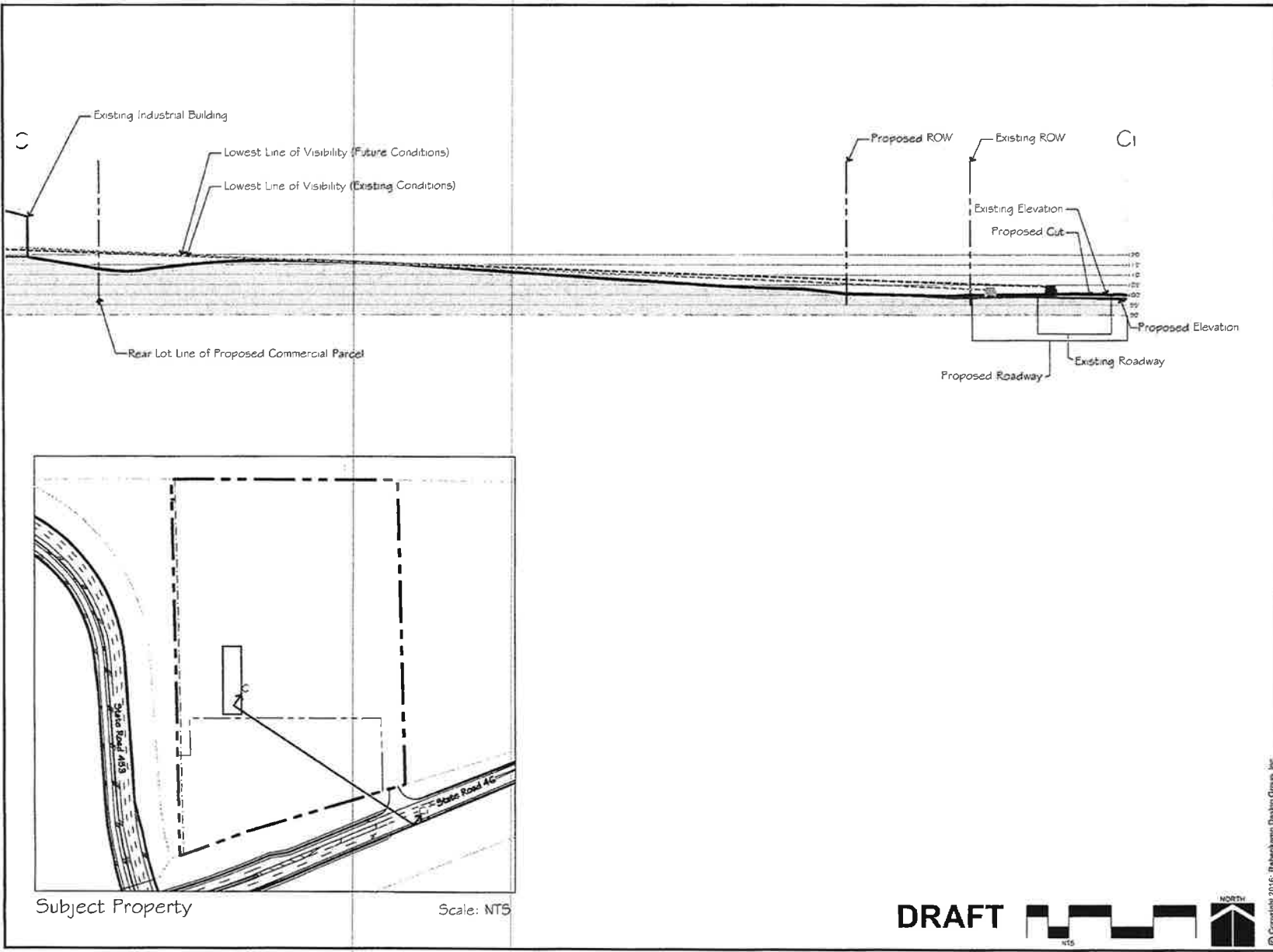
**Rehfeldt**  
 22435 Highway 46, Lake County, Florida  
 Parcel No. 335  
 Client: Mr. Brian E. Smith  
 Baker Hostetler  
 200 South Orange Avenue, Suite 2300  
 Orlando, Florida 32801

**Section Cut Station 227+50 (Facing East)**

**DRAFT**



Scale:	NTS	Job No.	16.006
Date:	10 March 16	Sheet	SC227
Design:	SEN	Revised:	17 March 16
Drawn:	SED		
Checked:			
Reviewed:			



Subject Property

Scale: NTS

**DRAFT**



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**Rehfeldt**  
 22435 Highway 46, Lake County, Florida  
 Parcel No. 335  
 client: Mr. Brian E. Smith  
 Baker Hosteller  
 200 South Orange Avenue, Suite 2300  
 Orlando, Florida 32801

**Section Cut Station 231+00 (Facing Northeast)**

Scale:	NTS	Job No.	16.006
Date:	18 March 16		
Design:	ER		
Drawn:	BD		
Checked:		Sheet	
Revised:	17 March 16	<b>SC231</b>	



DRAFT

Tipton Associates, Inc.  
 760 Maguire Boulevard  
 Orlando, Florida 32803

May 27, 2016

RE: REHFELDT ROW - PARCEL 335  
 SR 46

**COST OF OUTPARCEL SITE PREPARATION BEFORE TAKING:**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Construction Survey & Layout	1 LS	\$ 3,000.00 LS	\$ 3,000.00
Clearing & Grubing	1 LS	\$ 5,000.00 LS	\$ 5,000.00
Erosion Control	1 LS	\$ 2,500.00 LS	\$ 2,500.00
Earthwork/Grading	1 LS	\$ 10,000.00 LS	\$ 10,000.00
Cut	11,381 CY	\$ 3.50 CY	\$ 39,833.50
Fill	8,307 CY	\$ 2.50 CY	\$ 20,767.50
Export	3,074 CY	\$ 4.50 CY	\$ 13,833.00
North Retaining Wall			
(11.5' to 13' High - 200 LF)	2,450 SF	\$ 50.00 SF	\$ 122,500.00
(7' High - 100 LF)	700 SF	\$ 50.00 SF	\$ 35,000.00
(2' High - 100 LF)	200 SF	\$ 20.00 SF	\$ 4,000.00
North Retaining Wall Handrail	300 LF	\$ 65.00 LF	\$ 19,500.00
West Retaining Wall			
(13' High - 100 LF)	1,300 S	\$ 50.00 S	\$ 65,000.00
(8.5' High - 95 LF)	808 SF	\$ 50.00 SF	\$ 40,400.00
West Retaining Wall Handrail	195 LF	\$ 65.00 LF	\$ 12,675.00
Sod w/ Fine Grading	1 LS	\$ 2,500.00 LS	\$ 2,500.00
Engineering Design & Permitting	1 LS	\$ 25,000.00 LS	\$ 25,000.00
<b>SUBTOTAL COST OF CONSTRUCTION</b>			<b>\$ 413,509.00</b>
Mobilization Gen. Conditions (7%)			\$ 28,945.63
G.C. Overhead & Profit (25%)			\$ 110,613.66
Contingency (5%)			\$ 27,653.41
<b>TOTAL COST OF OUTPARCEL SITE PREPARATION BEFORE TAKING:</b>			<b>\$ 580,721.70</b>

**CONSENT AGENDA ITEM  
#12**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 24, 2018

SUBJECT: Approval of Second Contract Renewal with Commercial Companies, Inc. for SR 528, 429, 414, and 451 Landscape Maintenance Services  
Contract No. 001050

---

Board approval is requested for the second renewal of the referenced contract with Commercial Companies, Inc. in the amount of \$1,781,413.33 for a one-year period beginning November 2, 2018 and ending November 1, 2019. The original contract was three years with two one-year renewals.

Original Contract	\$5,177,540.00
First Renewal	\$1,781,413.33
Second Renewal	<u>\$1,781,413.33</u>
Total	\$8,740,366.66

The services to be provided by Commercial Companies, Inc. under this renewal are landscape maintenance services of SR 528, 429, 414 and 451.

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

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001050**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9<sup>th</sup> day of August 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Commercial Companies, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 9, 2014, with a Notice to Proceed date of November 2, 2014, whereby CFX retained the Contractor to perform landscape maintenance services on S.R. 528, 429, 414 and 451; and

WHEREAS, pursuant to Article 16.2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 2nd day of November 2018 and ending the 1st day of November 2019 at the cost of \$1,781,413.33, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the First Renewal Agreement ending November 1, 2018, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending November 1, 2018.

CFX desires to amend the Contract to incorporate the following four (4) provisions.

1. CONVICTED VENDOR LIST

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

2. DISCRIMINATORY VENDOR LIST

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

3. SEVERABILITY

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will 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 will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

4. COMPANIES PURSUANT TO FLORIDA STATUTE SECTION 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

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.

---

\*\*\*\*\* THIS AREA INTENTIONALLY LEFT BLANK \*\*\*\*\*

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

COMMERCIAL COMPANIES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

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

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Legal Approval as to Form

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001050**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12<sup>th</sup> day of October, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Commercial Companies, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 9, 2014, with a Notice to Proceed date of November 2, 2014, whereby CFX retained the Contractor to perform landscape maintenance services on S.R. 528, 429, 414 and 451; and

WHEREAS, pursuant to Article 16.2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 2nd day of November, 2017 and ending the 1st day of November, 2018 at the cost of \$1,781,413.33, which amount restates the amount of the Original Agreement. CFX desires to amend the Contract to incorporate the following five (5) provisions.

1. PUBLIC RECORDS

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

The obligations in Sections 8.0, Document Ownership and Records, and 24.0, Public Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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

2. 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.

3. 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.

4. 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.”

## 5. 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:

- 5.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 5.2 CFX’s use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 5.3 CFX’s full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 5.4 CONTRACTOR’s violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 5.5 CONTRACTOR’s failure to include terms in its subcontracts as required by this Contract,
- 5.6 CONTRACTOR’s failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 5.7 CONTRACTOR’s breach of any of the warranties or representations contained in this Contract.

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

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract ending November 1, 2017, the Contractor shall execute a “Certificate of Completion of the Original Contract and Acceptance of Final Payment” that waives all future right of claim for additional compensation for services rendered under the Original Contract ending November 1, 2017.

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

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

COMMERCIAL COMPANIES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]  
Authorized Signature

BY: [Signature]  
Director of Procurement

Title: V.P.

ATTEST: [Signature] (SEAL)  
Secretary or Notary

If Individual furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Legal Approval as to Form

[Signature]  
General Counsel for CFX

2017 OCT 31 AM 7:42

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
COMMERCIAL COMPANIES, INC.**

**SR 528, S.R. 429, S.R. 451, AND S.R. 414  
LANDSCAPE MAINTENANCE**

**CONTRACT NO. 001050**

**CONTRACT DATE: OCTOBER 9, 2014  
CONTRACT AMOUNT: \$5,177,540.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT,  
SCOPE OF SERVICES, METHOD OF  
COMPENSATION, ADDENDA, PROPOSAL,  
PERFORMANCE AND PAYMENT BOND AND FORMS**

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF SERVICES, METHOD  
OF COMPENSATION, ADDENDA, PROPOSAL, PERFORMANCE AND PAYMENT  
BOND AND FORMS**

**FOR**

**SR 528, S.R. 429, S.R. 451, AND S.R. 414 LANDSCAPE MAINTENANCE  
CONTRACT NO. 001050**

**OCTOBER 2014**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman  
Scott Boyd, Vice-Chairman  
Brenda Carey, Secretary/Treasurer  
Buddy Dyer, Member  
Fred Hawkins, Jr., Member  
Teresa Jacobs, Member  
Walter A. Ketcham Jr., Member  
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

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## CONTRACT

This Contract No. 001050 (the "Contract"), made this 9<sup>th</sup> day of October, 2014, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and COMMERCIAL COMPANIES, INC., 1555X Dopey Drive, Lake Buena Vista, Florida 32830, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes maintenance of all items associated with Contract No. 001050, S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years with renewal options. The Contract Amount is \$5,177,540.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 9, 2014.

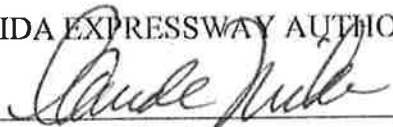
The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the Scope of Services or other Contract Documents,
4. The Scope of Services, including Attachments,
5. The Method of Compensation, and
6. The Proposal.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

DATE: 11/3/14

COMMERCIAL COMPANIES, INC.

By: 

Print Name: BARI M. RACK

CONTRACT ADMINISTRATOR  
Title

ATTEST:  (Seal)

DATE: OCTOBER 21, 2014

Approved as to form and execution, only.

General Counsel for the AUTHORITY



## MEMORANDUM OF AGREEMENT

### PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING September 18, 2014

This PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING MEMORANDUM ("Memorandum") for the SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance is made and entered this 18 day of September, 2014 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963 and the apparent successful responsive bidder, *Commercial Companies, Inc.* ("Contractor"), a Florida corporation with offices at 1555X Dopey Drive, PO Box 220550, Lake Buena Vista (Individually, Party and collectively, Parties)

#### WITNESSETH THAT:

**WHEREAS**, the Authority will enter into an agreement with *Commercial Companies, Inc.* to maintain SR 528, SR 429, SR 451, and SR 414, pursuant to the execution of this Memorandum;

**WHEREAS**, the Authority has solicited the Services of the Contractor to provide labor, equipment and materials ("Services") to maintain SR 528, SR 429, SR 451, and SR 414 Landscape, and the Contractor has agreed to provide such Services in accordance with their tender of September 17, 2014.

**WHEREAS**, the Section generally consists of the construction of the SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance, which includes SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance.

**WHEREAS**, the Contractor is qualified, capable, and willing to provide the Services;

**NOW, THEREFORE**, the Parties mutually agree as follows:

#### 1. PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING

A meeting was held on September 18, 2014 between 1130-1230 hrs in accordance with Paragraph 3.4, Page GS-37, Errors or Omissions in Plans or Specifications, of the Invitation to Bid, Instructions to Bidders, General Specifications, Technical Specifications, Special Provisions, Contract and Public Construction Bond for SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance dated together with Addendum No. 1. The purpose of this meeting was to address all questions or differences in interpretations of the documents and to provide clarifications. The Contractor's key personnel together with the Authority's representatives, as identified in Attachment A, List of Attendees attended this meeting.

#### 2. PROCEDURES

At this meeting each page of the plans, specifications and other Contract Documents, which were used by the Contractor in preparing their offer, was reviewed. Items that could be the cause of potential claims were identified and the Authority will make such corrections and interpretations, as the Authority deems necessary, to reflect the intent of the plans and specifications.

**3. ITEMS DISCUSSED AND AGREED TO**

- A. *The Contractor acknowledged that although no dollar amount was listed for SR 414 Annual Pine Straw bark mulch application in the submitted bid form, the costs to provide the services are included in the Contract total bid.*
- B. *If required due to a lack of previous maintenance prior to Contract start, clean-up of the existing limits of work (including weeding, litter/debris removal, mowing/ edging/ trimming, etc.) will be performed by the Contractor as directed by the CFX Landscape Architect at a negotiated price, and paid for from the Work Order/ New Construction Allowance.*
- C. *The requested start date of Monday, November 3, 2014 is approved contingent upon CFX Board Approval and successful execution of the Contract documents.*


**4. EXECUTION**

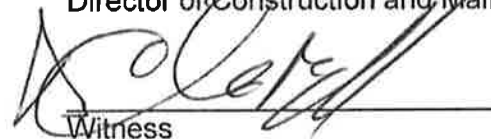
It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Prime Agreement by and between the Authority and Contractor. Except as noted in Item A above, the Contractor by signing this document certifies as required by Article 3.4 of the General Specifications, that there are no known errors or omissions in the Plans, Specifications or other Contract documents.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Authority and the Contractor, effective from the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

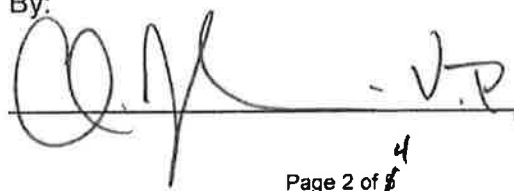
By:

  
\_\_\_\_\_  
Bernard V. Dreiling, P.E.  
Director of Construction and Maintenance

  
\_\_\_\_\_  
Witness

**Commercial Companies, Inc.**

By:

  
\_\_\_\_\_  
- V.P.

*Collin Johnson*  
*Vice President*



Witness


This MOA is considered the written minutes for this duly noticed meeting held on September 18, 2014, commencing at 1130hrs. at the CFX Administrative Bldg., Orlando, Florida. In accordance with FS 286.013(b)1 and FS 286.0113(2)(c)1 this meeting was exempt from the public and recorded in its entirety .

**CONSENT AGENDA ITEM  
#13**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 12, 2018

SUBJECT: Authorization to Advertise for Construction Bids for the  
Installation of Landscape for Wekiva Parkway  
Project 429-826, Contract No. 001451

---

Board authorization is requested to advertise for construction bids for the installation of landscape for Wekiva Parkway. This project includes landscaping from east of Plymouth Sorrento Road to east of Mt. Plymouth Road.

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

Reviewed by: 

Donald Budnovich, P.E.  
Director of Maintenance



**Project Area**

**LEGEND**

- CFX System
- County Lines
- Completed Wekiva Parkway Sections (FDOT)
- - - Future Wekiva Parkway Section (FDOT)

**FOREST LAKE  
MAINLINE  
TOLL PLAZA**

**CORAL HILLS  
MAINLINE  
TOLL PLAZA**




**CONSENT AGENDA ITEM  
#14**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 19, 2018

SUBJECT: Authorization to Advertise for Construction Bids for  
SR 429 / CR 535 North On-Ramp Landscape Improvements  
Project 429-654E, Contract No. 001452

---

Board authorization is requested to advertise for construction bids for the installation of landscape improvements associated with the construction located at SR 429 / CR 535 northbound on-ramp.

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

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




**CONSENT AGENDA ITEM  
#15**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 1, 2018

SUBJECT: Approval of Fifth Contract Renewal with Retrievox Acquisition LLC II, LLC for  
Offsite Records Storage Services  
Contract No. 000877

---

Board approval is requested for the fifth renewal of the referenced contract with Retrievox Acquisition LLC II, LLC in the amount of \$20,700.00 for seven months beginning September 18, 2018 and ending April 17, 2019. The original contract was five years with five one-year renewals.

The services to be provided under this renewal are offsite records storage services.

Original Contract	\$ 49,092.84
First Renewal	\$ 40,000.00
Second Renewal	\$ 30,000.00
Third Renewal	\$ 30,000.00
Fourth Renewal	\$ 0.00
Fifth Renewal	<u>\$ 20,700.00</u>
Total	\$169,792.84

This contract is budgeted in the OM&A Budget.

Reviewed by: 

Tim O'Toole  
Records Administrator



Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9<sup>th</sup> day of August 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Retrievox Acquisition LLC II, LLC, hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby CFX retained Contractor to perform offsite records storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, pursuant to the revised Amendment No. 2, CFX and Contractor wish to renew the Original Agreement for a period of seven (7) months.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the CFX and Contractor agree to the fifth renewal of said Original Agreement beginning the 18<sup>th</sup> day of September 2018 and ending the 17<sup>th</sup> day of April, 2019, at the not-to-exceed cost of \$20,700.00, which amount restates the amount of the Original Agreement and is based on the unit prices in Attachment "A" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by CFX.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Fourth Renewal Agreement extended to and ending September 17, 2018, Contractor shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Fourth Renewal Agreement ending September 17, 2018.

All terms and conditions of said Original Agreement and Fifth Renewal 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.

RETRIEVOX ACQUISITION LLC, II, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

Authorized Signature

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

Director of Procurement

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

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

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

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

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

ATTACHMENT "A-5"

**UNIT PRICES  
OFFSITE RECORDS STORAGE SERVICES  
FIFTH RENEWAL OPTION**

<b>Services:</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Requested Price Increase</b>
Indexing	Occurrence	<u>\$0.76</u>	<u>\$0.77</u>
Retrieval	Occurrence	<u>\$1.27</u>	<u>\$1.29</u>
Re-filing	Occurrence	<u>\$1.27</u>	<u>\$1.29</u>
Permanent Withdrawal	Annual	<u>\$1.78</u>	<u>\$1.81</u>
<b>Storage Box Storage Services:</b>			
Standard Archival Box	Month	<u>\$0.18</u>	<u>\$0.18</u>
Building Plans Box	Month	<u>\$0.33</u>	<u>\$0.33</u>
X-Ray Box	Month	<u>\$0.18</u>	<u>\$0.18</u>
Micro-Media Box (small)	Month	<u>\$0.18</u>	<u>\$0.18</u>
Micro-Media Box (large)	Month	<u>\$0.18</u>	<u>\$0.18</u>
Secure Vault Storage and Climate Controlled Services for Microfilm Boxes: 11.5" x 5" x 13" and 15.5" x 10" x 13"	Month	<u>\$0.30</u>	<u>\$0.30</u>
<b>Delivery/Pickup Services:</b>			
Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	Request	<u>\$25.38</u>	<u>\$25.76</u>
Urgent Delivery and/or Pickup per file or box more than 5	Per File or Box	<u>\$2.03</u>	<u>\$2.06</u>
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	Request	<u>\$12.18</u>	<u>\$12.36</u>
Normal Delivery and/or Pickup per file or box more than 5	Per File or Box	<u>\$1.02</u>	<u>\$1.04</u>
Rush Delivery and/or Pickup of 5 or less files and boxes	Request	<u>\$40.60</u>	<u>\$41.21</u>
Rush Delivery and/or Pickup per file, box more than 5	Per File or Box	<u>\$3.05</u>	<u>\$3.10</u>
Non-Standard Work Hours – Delivery	Request	<u>\$60.90</u>	<u>\$61.81</u>
<b>Administrative Services:</b>			
Copy Service	Impression	<u>\$0.36</u>	<u>\$0.37</u>
Facsimile Transmission	Page	<u>\$0.51</u>	<u>\$0.52</u>
Research	Hour	<u>\$20.30</u>	<u>\$20.60</u>
<b>Certified Records Destruction Services:</b>			
Standard Records Box (Includes Retrieval Fee)	Box	<u>\$3.05</u>	<u>\$3.10</u>

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

March 29, 2018

Mr. Kim Greber  
Retrievex Acquisition LLC II  
1451 Ocoee-Apopka Road  
Apopka, Florida 32703

2018 APR 4 AM 11:15

Re: Extension of Contract Term  
Offsite Records Storage Services  
Contract No. 000877

Dear Mr. Greber:

This letter will serve as an extension of the term of the referenced Contract to September 17, 2018, at no increase in the Contract Amount. All terms and conditions of the Contract and any renewals, additions or amendments thereto remain in effect.

Please acknowledge your acceptance of this extension by returning this letter with original signature below. If you have any questions with regard to this matter you can contact me at 407-690-5365.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY




Aneth Williams  
Director of Procurement

cc: Tim O'Toole

Accepted by: Retrievex Acquisition LLC II

  
Signature

  
Date



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12<sup>th</sup> day of January 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Retrievevex Acquisition LLC II, LLC., hereinafter called "Contractor".

WITNESSETH

30 MAR 17 10:34 AM

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby CFX retained Contractor to perform offsite records storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, under Amendment No. 3 to the agreement between the Contractor and GOAA, the agreement was renewed to April 17, 2015; and

WHEREAS, pursuant to the revised Amendment No. 2, CFS and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to the fourth renewal of said Original Agreement beginning the 18<sup>th</sup> day of April, 2017, and ending the 17<sup>th</sup> day of April 2018, with no increase in the Contract amount, and is based on the unit prices in Attachment "A-5" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by CFX.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Third Renewal Agreement ending April 17, 2017, Contractor shall execute a 'Certificate of Completion of the Third Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Third Renewal Agreement ending April 17, 2017.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

RETRIEVEX ACQUISITION LLC, II, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:   
Authorized Signature


BY:   
Director of Procurement

Print Name: Peter Bernatt

Title: Regional Vice President

Legal Approval as to Form

  
General Counsel for CFX

ATTEST:  (SEAL)  
Secretary or Notary

If individual, furnish two witness:

Witness (1)   
Witness (2) 

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 25<sup>th</sup> day of January, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Retrievox Acquisition LLC II, LLC, hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby CFX retained Contractor to perform offsite records storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, under Amendment No. 3 to the agreement between the Contractor and GOAA, the agreement was renewed to April 17, 2015; and

WHEREAS, pursuant to the revised Amendment No. 2, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the CFX and Contractor agree to the third renewal of said Original Agreement beginning the 18<sup>th</sup> day of April, 2016 and ending the 17<sup>th</sup> day of April, 2017, at the not-to-exceed cost of \$30,000.00, which amount restates the amount of the Original Agreement and is based on the unit prices in Attachment "A" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by CFX.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal Agreement extended to and ending April 17, 2016, Contractor shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending April 17, 2016.

All terms and conditions of said Original Agreement and Second Renewal 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.

RETRIEVOX ACQUISITION LLC, II, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Peter Berndt*  
Authorized Signature

BY: *Jose L. Rod*  
Director of Procurement

Print Name: Peter Berndt

Title: Regional VP

ATTEST: *[Signature]*  
Secretary or Notary

JOSE A. RODRIGUEZ-CASTRO  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # EE 197255  
MY COMMISSION EXPIRES MAY 9, 2016

If Individual, furnish two witnesses:

Witness (1) *[Signature]*

Witness (2) *[Signature]*

REVIEWED AND APPROVED  
BY CFX LEGAL  
*Joseph J. [Signature]*

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877

23 MAR '15 AM 10:09

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 5<sup>th</sup> day of March, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and RetrieVex Acquisition LLC II, LLC, hereinafter called "Contractor"

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby the Authority retained Contractor to perform offsite record storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, under Amendment No. 3 to the agreement between the Contractor and GOAA, the agreement was renewed to April 17, 2015 and

WHEREAS, pursuant to the revised Amendment No. 2, the Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the second renewal of said Original Agreement beginning the 18<sup>th</sup> day of April, 2015 and ending the 17<sup>th</sup> day of April, 2016, at the not-to-exceed cost of \$30,000.00, which amount restates the amount of the Original Agreement and is based on the unit prices in Attachment "A" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by the Authority.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement extended to and ending April 17, 2015, (by letter dated December 8, 2014) Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending April 17, 2015.

All terms and conditions of said Original Agreement and First Renewal 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.

RETRIEVEX ACQUISITION LLC II, LLC

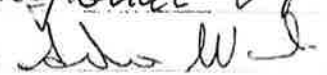
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:   
Authorized Signature

BY:   
Director of Procurement

Print Name: Peter Bernoff

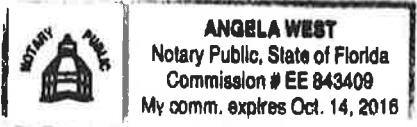
Title: Regional VP

ATTEST:  3/17/15  
(SEAL)  
Secretary or Notary ANGELA WEST

If Individual, furnish two witnesses

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

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



Orlando-Orange County Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000877

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 18<sup>th</sup> day of October, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Retrievox Acquisition LLC II, LLC, hereinafter called "Contractor".

WITNESSETH

000EA 13OCT25 PM 1:19

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 14, 2009, with a Notice to Proceed date of February 2, 2009, whereby the Authority retained Contractor to perform offsite records storage services through a "cooperative purchase" based on an agreement between the Contractor and the Greater Orlando Aviation Authority (GOAA) identified as Purchasing Bid 01-08 executed on April 18, 2008; and

WHEREAS, under Amendment No. 2 to the agreement between the Contractor and GOAA, dated April 23, 2013, five (5) renewal option periods of one year each were added to Purchasing Bid 01-08, and the amendment was incorporated into the Original Agreement; and

WHEREAS, pursuant to Amendment No. 2, the Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the first renewal of said Original Agreement beginning the 2<sup>nd</sup> day of February, 2014 and ending the 1<sup>st</sup> day of February, 2015, at the cost of \$40,000.00, which amount restates the amount of the Original Agreement and is based on the unit prices in Attachment "A-1" which is attached hereto and made a part hereof. Unit prices will be applied to the quantities required by the Authority.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending February 1, 2014, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending February 1, 2014.

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.

RETRIEVEX ACQUISITION LLC, II, LLC

ORLANDO-ORANGE COUNTY EXPRESSWAY  
AUTHORITY

BY: Kim A. Greber  
Authorized Signature

BY: Paula Mills  
Director of Procurement

Print Name: Kim A. Greber

Title: General Manager

ATTEST: [Signature] (SEAL)  
Secretary or Notary



If Individual, furnish two witnesses:

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

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

RECEIVED  
CONTRACTS DEPT

[Signature] / 10/28/13  
SIGNATURE / DATE



00000 12 APR 16 AM 11:59

All payments and reimbursements made by the Owner after the effective date of this Agreement should be made in the name of the Transferee, under the same remittance instructions as were applicable for the Transferor.

(5) In consideration of the terms and conditions of this Agreement, the Owner hereby consents to the foregoing transfer and novation of the contracts.

(6) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(c) Transferee shall provide an updated Certificate of Insurance confirming coverage types and limits no less than those specified in the August 1, 2011 Certificate previously provided to Owner by Transferor and naming Owner as an additional insured for general liability and auto liability.

(d) Effective Date. The effective date of this NOVATION AGREEMENT shall be May 18, 2012.

**OWNER / "OOCEA"**

ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY,  
of the State of Florida

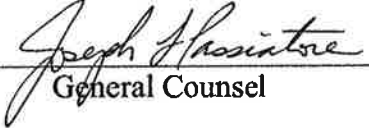
By:   
Max D. Crumit, Interim Executive Director

**"TRANSFEROR"**

ASSURED RECORD STORAGE, LLC.

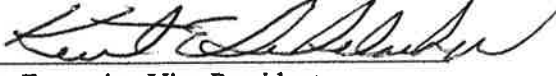
By:   
Title: Vice President

APPROVED AS TO FORM FOR  
EXECUTION BY A SIGNATORY OF  
THE ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

By:   
General Counsel

**"TRANSFeree"**

RETRIEVEX ACQUISITION LLC II, LLC.

By:   
Title: Executive Vice President,  
Chief Financial Officer & Treasurer

**EXHIBIT "A"**

- 1. OFFSITE RECORDS STORAGE SERVICE, CONTRACT NO. 000598.  
UPON THE EFFECTIVE DATE OF THIS NOVATION AGREEMENT,  
THE NEW CONTRACT NUMBER WILL BE IDENTIFIED AS 000877**

000598 12 APR 16 AM 11:54

**ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY**

**AGREEMENT FOR OFFSITE RECORDS STORAGE  
SERVICES**



**Contract# 000598**

This Agreement, made and entered into this 14<sup>th</sup> Day of January, 2009 by and between Orlando-Orange County Expressway Authority, hereinafter referred to as "Authority", and Assured Record Storage, LLC., hereinafter referred to as "Contractor".

WHEREAS, the Contractor responded to an Invitation to Bid identified as 01-08 issued by the Greater Orlando Aviation Authority on February 19, 2008, and was awarded to provide Offsite Records Storage Services and entered into an Agreement dated April 18, 2008, to provide said services to the Greater Orlando Aviation Authority.

WHEREAS, the Contractor agrees the Orlando-Orange County Expressway Authority may utilize the Contractors services through the terms, conditions and prices provided under Agreement dated April 18, 2008, commencing February 2, 2009.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

**WITNESSETH:**

**SCOPE OF WORK AND COMPENSATION**

The Contractor is to perform the Work and receive the Compensation as defined in the Greater Orlando Aviation Authority Agreement dated April 18, 2008 being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth.

.....






**CONSENT AGENDA ITEM  
#16**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement


DATE: July 24, 2018


SUBJECT: Approval of Purchase Order to TransCore, LP for  
Sticker Transponders

---

Board approval is requested to issue a purchase order to TransCore, LP in the amount of \$750,000.00 for 100,000 sticker transponders @ \$7.50 each.

The cost of transponders distributed is budgeted for in the OM&A Budget.

Reviewed by:   
David Wynne  
Director of Toll Operations



July 16, 2018

Fred Nieves  
Toll Operations Manager  
E-PASS and Plaza Operations  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Subj: Transponder Order Quotation

Dear Mr. Nieves:

TransCore is pleased to present the following quotation in response to your request for transponders:

1. 100,000 SeGo sticker transponders with Central Florida Expressway Authority artwork as approved @ \$7.50 each, plus applicable tax

Lead time: 8 weeks ARO and approval of provided samples.

Price includes FOB destination. The pricing is valid for sixty (60) days.

Thank you for your consideration. If there are any questions, feel free to contact me at (321) 281-4060.

Best regards,




Anthony Bonilla  
Project Manager  
TransCore

**CONSENT AGENDA ITEM  
#17**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 12, 2018

SUBJECT: Approval of Purchase Order to Oracle America, Inc. for  
Software Update Licenses and Support

---

Board authorization is requested to issue a purchase order to Oracle America, Inc. in the amount of \$89,664.50 for updating various database software licenses and continue product support for a one-year period from November 15, 2018 to November 14, 2019.

Oracle America, Inc. has been designated as a single source provider for these services.

This amount is budgeted in the OM&A Budget.

Reviewed by: 

Jim Greer  
Director of IT



DATE: August, 30<sup>th</sup>, 2017

VENDOR NAME: ORACLE AMERICA INC

VENDOR ADDRESS: PO BOX 71028  
Chicago, IL 60694-1028

The following is a list of reasons to use Standardization as a basis for pricing with this Vendor:

The software purchased from this vendor is currently used as the database platform for our Toll Collection System on both the main Host and backup Host servers as well as on all of our servers located in all of the plazas. The software support is purchased directly from the software manufacturer and it includes new software versions, security updates, bug fixes and technical support for troubleshooting problems at no additional cost. Without this maintenance we would be unable to address any potential bug, security vulnerability or problem with the software. Since Oracle is the manufacturer, only they can make modifications to their proprietary software, so there is no other vendor that can provide this support to us.



Corey Quinn  
Chief of Technology/Operations

Signature of Procurement Director:



Date:

8/17/17



5-Jun-18

Rafael Millan  
Central Florida Expressway Authority (CFX)  
4974 ORL Tower Rd  
ORLANDO  
FL 32807  
United States

Dear Rafael Millan

The technical support services provided under support service number 2572502 will expire, or have expired, on 14-Nov-18. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 16-Oct-18.

Have a question about your renewal? Call 1-303-272-4407 or email Oracle at [cassandra.ey@oracle.com](mailto:cassandra.ey@oracle.com).

Have a question regarding Auto Renew or the acceptance process on Oracle Store? Call 1-303-272-4407, Chat on [Store](#), or [Request Assistance](#).





**GENERAL INFORMATION**

<b>OFFER EXPIRATION</b>	<b>ORACLE:</b> Oracle America, Inc.
<b>Support Service Number:</b> 2572502 <b>Offer Expires:</b> 14-Nov-18	<b>Oracle Contact Information:</b> Cassandra Eye <b>Telephone:</b> 1-303-272-4407 <b>Fax:</b> 1-719-757-6012 <b>Email:</b> cassandra.eye@oracle.com
<b>CUSTOMER:</b> Central Florida Expressway Authority (CFX)	
<b>CUSTOMER QUOTE TO</b> <b>Account Contact:</b> Rafael Millan Central Florida Expressway Authority (CFX) <b>Account Name:</b> Central Florida Expressway Authority (CFX) <b>Address:</b> 4974 ORL Tower Rd ORLANDO FL 32807 United States <b>Telephone:</b> 407 894 5065 <b>Fax:</b> <b>E-mail:</b> Rafael.Millan@cfxway.com	<b>CUSTOMER BILL TO</b> <b>Account Contact:</b> Accounts Payable <b>Account Name:</b> Central Florida Expressway Authority (CFX) <b>Address:</b> 4974 ORL Tower Road ORLANDO FL 32807 United States <b>Telephone:</b> 407-690-5000 <b>Fax:</b> 407-690-5011 <b>E-mail:</b> @

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 2572502, to Your Oracle Support Sales Representative identified in the table above.

## SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Named User Perpetual	3425051	10		FULL USE	31-May-19	14-Nov-19	760.34
Oracle Database Standard Edition One - Processor Perpetual	3425051	2		FULL USE	19-Nov-18	14-Nov-19	2,393.63
Oracle Database Enterprise Edition - Processor Perpetual	15666686	3		FULL USE	15-Nov-18	14-Nov-19	27,138.50
Oracle Database Enterprise Edition - Processor Perpetual	15666686	1		FULL USE	15-Nov-18	14-Nov-19	5,481.57
Oracle Database Standard Edition - Processor Perpetual	15666686	13		FULL USE	15-Nov-18	14-Nov-19	26,722.63
Oracle Partitioning - Processor Perpetual	15666686	4		FULL USE	15-Nov-18	14-Nov-19	5,481.57
Oracle Advanced Security - Processor Perpetual	16304703	4		FULL USE	27-Mar-19	14-Nov-19	3,535.19
Oracle Database Enterprise Edition - Processor Perpetual	16304703	1		FULL USE	27-Mar-19	14-Nov-19	3,535.19
Oracle Database Standard Edition - Processor Perpetual	16304703	1		FULL USE	27-Mar-19	14-Nov-19	1,325.69
Oracle Partitioning - Processor Perpetual	16304703	1		FULL USE	27-Mar-19	14-Nov-19	883.80
Oracle Database Enterprise Edition - Processor Perpetual	17738744	2		FULL USE	30-May-19	14-Nov-19	5,109.86
Oracle Advanced Security - Processor Perpetual	17946699	1		FULL USE	22-Mar-19	14-Nov-19	870.93
Oracle Database Enterprise Edition - Processor Perpetual	17946699	1		FULL USE	22-Mar-19	14-Nov-19	3,483.73
Oracle Partitioning - Processor Perpetual	17946699	1		FULL USE	22-Mar-19	14-Nov-19	870.93
Oracle Database Standard Edition - Processor Perpetual	18405785	1		FULL USE	20-Feb-19	14-Nov-19	1,432.15
Oracle Diagnostics Pack - Processor Perpetual	18562399	3		LIMITED USE OTHER	25-May-19	14-Nov-19	638.79

**Program Technical Support Fees: USD 89,664.50**

**Total Price: USD 89,664.50**

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

## **TECHNICAL SUPPORT SERVICES TERMS**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Central Florida Expressway Authority (CFX) represents that Customer has authorized Central Florida Expressway Authority (CFX) to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Central Florida Expressway Authority (CFX) agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Central Florida Expressway Authority (CFX) agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of Central Florida Expressway Authority (CFX) to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-PS-TSSA-1650630 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

## **ORDER PROCESSING DETAILS**

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Central Florida Expressway Authority (CFX) is a tax exempt organization and is not an U.S. federal government entity, a copy of Central Florida Expressway Authority (CFX)'s tax exemption certificate must be submitted with Central Florida Expressway Authority (CFX)'s purchase order, credit card or other acceptable form of payment.

---

## **PAYMENT DETAILS**

### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 2572502
- Total Price: USD 89,664.50 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Central Florida Expressway Authority (CFX) agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document will apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### **Check**

If the technical support services on this ordering document will be ordered and paid by check, the check

must include the following information:

- Support Service Number: 2572502
- Total Price: USD 89,664.50 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Central Florida Expressway Authority (CFX) agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Checks for technical support services renewed under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 44471  
San Francisco, CA 94144-4471

**All Other States:**


Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**CONSENT AGENDA ITEM  
#18**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 24, 2018

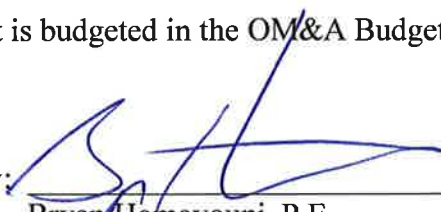
SUBJECT: Approval of Second Contract Renewal with Kapsch TrafficCom Transportation  
NA for Maintenance of ITS Infrastructure Services  
Contract No. 001283


Board approval is requested for the second renewal of the referenced contract with Kapsch TrafficCom Transportation NA in the amount of \$1,351,779.02 for a one-year period beginning October 1, 2018 and ending September 30, 2019. The original contract was two years with three one-year renewals.

Original Contract	\$2,243,699.54
First Renewal	\$1,301,325.93
Second Renewal	<u>\$1,351,779.02</u>
Total	\$4,896,804.49

The services to be provided by Kapsch TrafficCom Transportation NA under this renewal include maintenance services for CFX's ITS infrastructure and systems including preventative maintenance, detours and Maintenance of Traffic (MOT) for ramp closures for the wrong way driving systems.

This contract is budgeted in the OM&A Budget.

Reviewed by:   
Bryan Homayouni, P.E.  
Manager of Traffic Operations





**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 001283**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9<sup>th</sup> day of August 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kapsch TrafficCom Transportation NA, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 10, 2015, with a Notice to Proceed date of October 1, 2015, whereby CFX retained the Contractor to provide complete maintenance services for CFX's Infrastructure and systems; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 1st day of October 2018 and ending the 30th day of September 2019 at the cost of \$1,351,779.02, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the First Renewal Agreement ending September 30, 2018, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending September 30, 2018.

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

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

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

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

If Individual, furnish two witness:

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

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

Legal Approval as to Form

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 001283**

17 AUG 23 AM 10:35

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13<sup>th</sup> day of July, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kapsch TrafficCom Transportation NA, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 10, 2015, with a Notice to Proceed date of October 1, 2015, whereby CFX retained the Contractor to provide complete maintenance services for CFX's Infrastructure and systems; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of October, 2017 and ending the 30th day of September, 2018 at the cost of \$1,301,325.93, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending September 30, 2017, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending September 30, 2017.

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

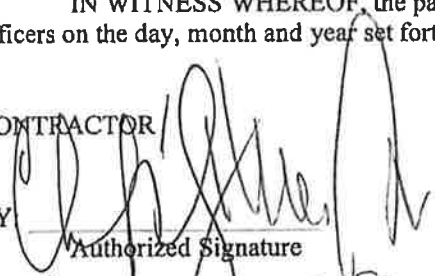
IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY

BY:


  
Authorized Signature

  
Director of Procurement

Title:

Resident + CEO CFX

ATTEST:

 (SEAL)  
Secretary or Notary

If Individual, furnish two witness:

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

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

Legal Approval as to Form

  
General Counsel for CFX



**ASSIGNMENT AND ASSUMPTION  
OF  
CONTRACTUAL OBLIGATIONS**

**WHEREAS**, on September 10, 2015, the Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as the "CFX", and Schneider Electric Mobility NA, Inc., a Michigan Corporation ("the Contractor"), entered into an Agreement, ("the Agreement") whereby the Contractor would provide certain services specifically, maintenance services for CFX's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the Contractor by CFX.

**WHEREAS**, on April 11, 2016 Kapsch TrafficCom Transportation NA, Inc. has completed the acquisition of Schneider Electric Mobility NA, Inc., the Contractor. **WHEREAS**, such change necessitates an assignment and assumption of contractual obligations from the Contractor to Kapsch TrafficCom Transportation NA, Inc. ("the Assignee");

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the Contractor does hereby transfer and assign to the Assignee all of the Contractor's right, title and interest in and to the Agreement, and Assignee does hereby accept such assignment and does hereby assume all rights and obligations under the Agreement and does agree to be bound thereby.

\*\*\*\*\*

IN WITNESS WHEREOF, the Contractor and Assignee have caused these presents to be executed by their duly authorized officers this 2nd day of November, 2016.

(Seal)

CONTRACTOR: \_\_\_\_\_

ATTEST:

Dona Chea 

BY

  
Signature

Alvaro Escobar, President  
Name and Title

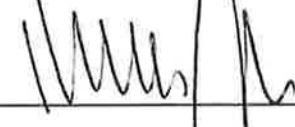
(Seal)

ASSIGNEE:

ATTEST:

Pam Hansen 

BY

  
Signature

Michael Haber  
Name and Title  
President CFO

CONSENT TO ABOVE AND FOREGOING ASSIGNMENT ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY

  
Signature

Aneth Williams, Director of Procurement

11-07-2016  
Date

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
SCHNEIDER ELECTRIC MOBILITY NA, INC.**

**MAINTENANCE OF ITS INFRASTRUCTURE**

**CONTRACT NO. 001113**

**CONTRACT DATE: SEPTEMBER 10, 2015  
CONTRACT AMOUNT: \$2,243,699.54**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

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

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

**CONTRACT NO. 001113**

**SEPTEMBER 2015**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman  
Scott Boyd, Vice-Chairman  
Brenda Carey, Secretary/Treasurer  
Buddy Dyer, Member  
Fred Hawkins, Jr., Member  
Teresa Jacobs, Member  
Walter A. Ketcham Jr., Member  
Jay Madara, Member  
S. Michael Scheeringa, Member  
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

**Executive Director**

**Laura Kelley**

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**Attached compact disk contains the following and are incorporated herein**

### Appendices to Scope of Services

- Appendix A – Line Monitoring System Map
- Appendix B – CCTV Locations
- Appendix C – DCS Locations
- Appendix D – TMS Map
- Appendix E – DMS Map
- Appendix F – Wrong Way Driving System Map
- Appendix G – Current Technical Special Provisions
- Appendix H – Authority Furnished Spare Parts
- Appendix I – Contractor Security Policy and Guidelines Handbook
- Appendix J – Daily Device Checklist - Electronic
- Appendix K – Work Order Template
- Appendix L – Stand Alone Test Procedure

## **CONTRACT**

This Contract (the "Contract" as defined herein below), is made this 10<sup>th</sup> day of September, 2015, between the CENTRAL FLORIDA AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SCHNEIDER ELECTRIC MOBILITY NA, INC., hereinafter the CONTRACTOR:

### **WITNESSETH:**

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

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

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

**WHEREAS**, on or about June 29, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

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

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

### **1. SERVICES TO BE PROVIDED**

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



The services to be provided under this Contract include complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONTRACTOR, and
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

## **2. TERM AND NOTICE**

The initial term of the Contract will be two (2) years from the date first written above. There shall be three (3) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial two-year Contract Term and any subsequent renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

AUTHORITY reserves the right to cancel and 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 the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

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

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the two-year Contract term is \$2,243,699.54.

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

### **4. AUDIT AND EXAMINATION OF RECORDS**

4.1 Definition of Records:

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

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

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

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

AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

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

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

## **5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business 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 AUTHORITY.

## **6. CONTRACTOR INSURANCE AND PERFORMANCE BOND**

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

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

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

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

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

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis;

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

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

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## 7. CONTRACTOR RESPONSIBILITY

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

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

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

(iii) members of the public who may be traveling through the plazas and their vehicles.

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

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

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

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

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

## **8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

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

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

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

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

## **9. INDEMNITY**

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

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

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

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

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

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

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

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

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

## **10. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation



CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

#### **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 AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

#### **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

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

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

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its

employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

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

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

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

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

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

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

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

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

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

### **13. PERMITS, LICENSES, ETC.**

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

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

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

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

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

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

### **15. NONDISCRIMINATION**

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

## **16. NOTIFICATION of CONVICTION of CRIMES**

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

## **17. SUBLETTING AND ASSIGNMENT**

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

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

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

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates

of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

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

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

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

## **18. DISPUTES**

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

## **19. REMEDIES**

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including,

but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

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

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

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

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

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees

and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

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

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

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

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

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

## **21. OTHER SEVERABILITY**

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

## **22. GOVERNING LAW**

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

## **23. RELATIONSHIPS**

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

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

## **24. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.



## **25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

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

## **26. SURVIVAL OF EXPIRATION OR TERMINATION**

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

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

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

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

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

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

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

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

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 10, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

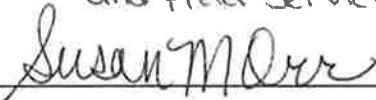
Print Name: Claude Miller

SCHNEIDER ELECTRIC MOBILITY NA, INC.

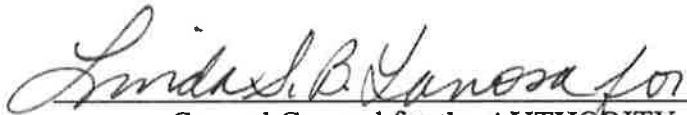
By: 

Print Name: Alfredo Escriba Gallego / Steve Haddix

Title: President / Vice President, Professional and Field Services

ATTEST:  (Seal)

Approved as to form and execution, only.

  
General Counsel for the AUTHORITY

# **E.1.**


## **Chairman's Report**

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

**E.2.**

**Treasurer's Report**

MEMORANDUM

TO: CFX Board Members  
FROM: Michael Carlisle, Director of Accounting and Finance  
DATE: July 27, 2018   
RE: June 2018 Financial Reports

Attached please find the June 2018 Financial Reports. Please note this information is being provided as interim information and has not been audited, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2018. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
AND RELATED DOCUMENTS  
FOR THE MONTH ENDING JUNE 30, 2018 AND YEAR-TO-DATE**

	<u>FY 18 MONTH ACTUAL</u>	<u>FY 18 MONTH BUDGET</u>	<u>FY 18 YEAR-TO-DATE ACTUAL</u>	<u>FY 18 YEAR-TO-DATE BUDGET</u>	<u>FY 18 YEAR-TO-DATE VARIANCE</u>	<u>FY 18 YEAR-TO-DATE % VARIANCE</u>	<u>FY 17 - 18 YEAR-TO-DATE COMPARISON</u>
<b>REVENUES</b>							
TOLLS	\$ 38,211,628	\$ 36,017,909	\$ 438,611,483	\$ 430,006,801	\$ 8,604,682	2.0%	4.0%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	\$ 576,990	497,038	7,489,612	5,840,000	1,649,612	28.2%	2.8%
TRANSPONDER SALES	\$ 26,444	20,489	297,475	226,460	71,015	31.4%	26.3%
OTHER OPERATING	\$ 166,905	132,799	1,611,843	1,399,646	212,197	15.2%	-0.6%
INTEREST	\$ 409,037	204,471	3,657,394	3,118,625	538,769	17.3%	-26.2%
MISCELLANEOUS	\$ 74,305	85,172	1,021,174	1,010,268	10,906	1.1%	-0.2%
<b>TOTAL REVENUES</b>	<b>\$ 39,465,309</b>	<b>36,957,878</b>	<b>452,688,981</b>	<b>441,601,800</b>	<b>11,087,181</b>	<b>2.5%</b>	<b>3.6%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 8,396,233	7,499,335	52,008,746	57,173,411	5,164,665	9.0%	-1.6%
MAINTENANCE	\$ 2,527,373	2,860,497	16,006,519	17,831,024	1,824,505	10.2%	6.6%
ADMINISTRATION	\$ 742,256	872,995	7,067,939	8,135,421	1,067,482	13.1%	4.8%
OTHER OPERATING	\$ 216,300	478,250	1,635,350	2,535,599	900,249	35.5%	-44.2%
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 11,882,161</b>	<b>11,711,076</b>	<b>76,718,554</b>	<b>85,675,455</b>	<b>8,956,901</b>	<b>10.5%</b>	<b>-1.0%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 27,583,148</b>	<b>25,246,801</b>	<b>375,970,427</b>	<b>355,926,345</b>	<b>20,044,082</b>	<b>5.6%</b>	<b>4.6%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 14,659,325</b>	<b>14,150,525</b>	<b>168,323,782</b>	<b>169,844,650</b>	<b>1,520,868</b>	<b>0.9%</b>	<b>-1.7%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 12,923,823</b>	<b>\$ 11,096,276</b>	<b>\$ 207,646,645</b>	<b>\$ 186,081,695</b>	<b>\$ 21,564,950</b>	<b>11.6%</b>	<b>10.3%</b>

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2018. In addition, due to interoperability issues delaying the receipt of the actual files, some of the revenue numbers are currently estimates based on what we believe we will receive.

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION  
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2018  
FOR THE MONTH ENDING JUNE 30, 2018 AND YEAR-TO-DATE**

	FY 2018 ACTUAL	FY 2018 BUDGET	VARIANCE	FY 18 YEAR-TO-DATE % VARIANCE
Operations	\$ 52,008,746	\$ 57,173,411	\$ 5,164,665	9.0%
Maintenance	16,006,519	17,831,024	1,824,505	10.2%
Administration	7,067,939	8,135,421	1,067,482	13.1%
Other Operating	<u>1,635,350</u>	<u>2,535,599</u>	<u>900,249</u>	<u>35.5%</u>
Total O M & A	\$ 76,718,554	\$ 85,675,455	\$ 8,956,901	10.5%
 Capital Expenditures				
Operations	\$ 83,588	\$ 153,500	69,912	45.5%
Maintenance	142,667	107,000	(35,667)	-33.3%
Administration	<u>64,167</u>	<u>196,000</u>	<u>131,833</u>	<u>67.3%</u>
Total Capital Expenditures	\$ 290,422	\$ 456,500	\$ 166,078	36.4%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2018. In addition, due to interoperability issues delaying the receipt of the actual files, some of the revenue numbers are currently estimates based on what we believe we will receive.

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**Central Florida Expressway Authority  
Operations - Comparison of Actual to Budget  
For the Twelve Months Ending June 30, 2018**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Toll Operations	514,245	543,117	28,872	5.32%
Image Review	5,375,358	5,340,725	(34,633)	-0.65%
Special Projects	122,207	221,369	99,162	44.80%
Information Technology	4,484,877	4,585,245	100,368	2.19%
E-PASS Service Center	18,057,392	20,246,667	2,189,275	10.81%
Public Outreach/Education	2,190,320	2,545,651	355,332	13.96%
<b>Subtotal CFX</b>	<b>30,744,398</b>	<b>33,482,775</b>	<b>2,738,376</b>	<b>8.18%</b>
Plazas	21,347,936	23,844,136	2,496,200	10.47%
<b>Subtotal Toll Facilities</b>	<b>21,347,936</b>	<b>23,844,136</b>	<b>2,496,200</b>	<b>10.47%</b>
<b>Total Operations Expenses</b>	<b>52,092,334</b>	<b>57,326,911</b>	<b>5,234,576</b>	<b>9.13%</b>

**Central Florida Expressway Authority  
Maintenance - Comparison of Actual to Budget  
For the Twelve Months Ending June 30, 2018**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	2,426,564	2,656,836	230,272	8.67%
Traffic Operations	3,980,845	5,299,838	1,318,993	24.89%
Routine Maintenance	9,741,777	9,981,350	239,573	2.40%
<b>Total Maintenance Expenses</b>	<b><u>16,149,186</u></b>	<b><u>17,938,024</u></b>	<b><u>1,788,838</u></b>	<b><u>9.97%</u></b>

**Central Florida Expressway Authority  
Administration - Actual to Budget by Cost Center  
For the Twelve Months Ending June 30, 2018**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
General	702,783	866,679	163,896	18.91%
Administrative Services	2,006,599	2,162,154	155,554	7.19%
Communications	681,772	789,937	108,165	13.69%
Human Resources	197,233	228,510	31,277	13.69%
Supplier Diversity	265,365	361,421	96,056	26.58%
Accounting	1,387,366	1,547,653	160,287	10.36%
Records Management	280,530	418,921	138,391	33.04%
Construction Administration	44,995	95,354	50,358	52.81%
Procurement	457,362	472,018	14,656	3.10%
Legal	568,645	742,944	174,299	23.46%
Internal Audit	460,129	564,000	103,871	18.42%
525 Magnolia	23,857	24,646	789	3.20%
Plans Production	55,469	57,185	1,716	3.00%
<b>Grand Total Expenses</b>	<b>7,132,106</b>	<b>8,331,421</b>	<b>1,199,316</b>	<b>14.40%</b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON  
FOR THE MONTH ENDING JUNE 30, 2018 AND YEAR-TO-DATE**

	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
<b>REVENUES</b>							
TOLLS	\$ 438,611,483	\$ 430,006,801	\$ 8,604,682	\$ 421,943,753	\$ 392,100,000	\$ 29,843,753	\$ (21,239,071)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	7,489,612	5,840,000	1,649,612	7,286,946	5,695,900	1,591,046	58,566
TRANSPONDER SALES	297,475	226,460	71,015	235,588	488,767	(253,179)	324,194
OTHER OPERATING	1,611,843	1,399,646	212,197	1,621,796	1,408,974	212,822	(625)
INTEREST	3,657,394	3,118,625	538,769	4,954,063	2,446,481	2,507,582	(1,968,813)
MISCELLANEOUS	1,021,174	1,010,268	10,906	1,023,675	993,086	30,589	(19,683)
<b>TOTAL REVENUES</b>	<b>452,688,981</b>	<b>441,601,800</b>	<b>11,087,181</b>	<b>437,065,821</b>	<b>403,133,208</b>	<b>33,932,613</b>	<b>(22,845,432)</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	52,008,746	57,173,411	5,164,665	52,831,097	52,180,149	(650,948)	5,815,613
MAINTENANCE	16,006,519	17,831,024	1,824,505	15,018,089	17,131,201	2,113,112	(288,607)
ADMINISTRATION	7,067,939	8,135,421	1,067,482	6,746,024	7,811,620	1,065,596	1,886
OTHER OPERATING	1,635,350	2,535,599	900,249	2,929,842	2,669,000	(260,842)	1,161,091
<b>TOTAL O M &amp; A EXPENSES</b>	<b>76,718,554</b>	<b>85,675,455</b>	<b>8,956,901</b>	<b>77,525,052</b>	<b>79,791,970</b>	<b>2,266,918</b>	<b>6,689,983</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>375,970,427</b>	<b>355,926,345</b>	<b>20,044,082</b>	<b>359,540,769</b>	<b>323,341,238</b>	<b>36,199,531</b>	<b>(16,155,449)</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>168,323,782</b>	<b>169,844,650</b>	<b>1,520,868</b>	<b>171,302,339</b>	<b>172,750,199</b>	<b>(1,447,860)</b>	<b>2,968,728</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 207,646,645</u></b>	<b><u>\$ 186,081,695</u></b>	<b><u>\$ 21,564,950</u></b>	<b><u>\$ 188,238,430</u></b>	<b><u>\$ 150,591,039</u></b>	<b><u>\$ 37,647,391</u></b>	<b><u>\$ (16,082,441)</u></b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
PREVIOUS YEAR COMPARISON  
FOR THE MONTH ENDING JUNE 30, 2018 AND YEAR-TO-DATE**

	FY 18 MONTH ACTUAL	FY 17 MONTH ACTUAL	FY 17 - 18 SAME MONTH COMPARISON	FY 18 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE ACTUAL	FY 17 - 18 YEAR-TO-DATE COMPARISON
<b>REVENUES</b>						
TOLLS	\$ 38,211,628	\$ 35,696,286	\$ 2,515,342	\$ 438,611,483	\$ 421,943,753	\$ 16,667,730
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	576,990	597,226	(20,236)	7,489,612	7,286,946	202,666
TRANSPONDER SALES	26,444	21,581	4,863	297,475	235,588	61,887
OTHER OPERATING	166,905	252,721	(85,816)	1,611,843	1,621,796	(9,953)
INTEREST	409,037	455,032	(45,995)	3,657,394	4,954,063	(1,296,669)
MISCELLANEOUS	74,305	45,599	28,706	1,021,174	1,023,675	(2,501)
<b>TOTAL REVENUES</b>	<b>39,465,309</b>	<b>37,068,445</b>	<b>2,396,864</b>	<b>452,688,981</b>	<b>437,065,821</b>	<b>15,623,160</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	8,396,233	9,336,728	(940,495)	52,008,746	52,831,097	(822,351)
MAINTENANCE	2,527,373	3,802,495	(1,275,122)	16,006,519	15,018,089	988,430
ADMINISTRATION	742,256	903,890	(161,634)	7,067,939	6,746,024	321,915
OTHER OPERATING	216,300	775,649	(559,349)	1,635,350	2,929,842	(1,294,492)
<b>TOTAL O M &amp; A EXPENSES</b>	<b>11,882,161</b>	<b>14,818,762</b>	<b>(2,936,601)</b>	<b>76,718,554</b>	<b>77,525,052</b>	<b>(806,498)</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>27,583,148</b>	<b>22,249,683</b>	<b>5,333,465</b>	<b>375,970,427</b>	<b>359,540,769</b>	<b>16,429,658</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,659,325</b>	<b>14,429,390</b>	<b>229,935</b>	<b>168,323,782</b>	<b>171,302,339</b>	<b>(2,978,557)</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 12,923,823</u></b>	<b><u>\$ 7,820,293</u></b>	<b><u>\$ 5,103,530</u></b>	<b><u>\$ 207,646,645</u></b>	<b><u>\$ 188,238,430</u></b>	<b><u>\$ 19,408,215</u></b>

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# E.3.

## Executive Director's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Executive Director Report August 2018

### CUSTOMER SERVICE

#### E-ZPass

The Central Florida Expressway Authority and the E-ZPass Group, a network of toll road agencies operating from Maine to North Carolina agreed that the E-ZPass toll transponders will be accepted on CFX's toll roads beginning September 1, 2018. CFX is the first Florida toll agency to join the E-ZPass network bringing the total number of states served by E-ZPass to 17.

Customers that wish to have one transponder will soon be able to use *E-PASS Xtra*, a new transponder that functions as both an E-PASS and an E-ZPass, allowing seamless travel throughout Florida and all E-ZPass states.

#### SunPass Central Migration

FDOT's new back office system migration to SunPass Central is striving to process the backlog of transactions that have occurred since June 1, 2018.

The status of SunPass Central processing with CFX as of August 7, 2018:

	Estimated Transactions	Transactions processed since 6/1	
E-PASS on FDOT roads	9,380,000	4,200,000	44.78%
SunPass on CFX roads	46,300,000	6,000,000	12.96%
Total	55,680,000	10,200,000	18.32%

**Estimated** revenues net of credit card fees received from FDOT:

Time Period	Wire Received	# of Days	Amount Received
6/2-6/5		4	\$0
6/6-6/23	7/16/2018	18	\$12,700,000
6/24-6/30	7/9/2018	7	\$4,950,000
7/1-7/7	7/16/2018	7	\$4,950,000
7/8-7/14	7/23/2018	7	\$4,934,000
7/15 - 7/21	7/30/2018	7	\$4,942,000
7/22 - 7/31	8/6/2018	10	\$7,060,000
		TOTAL	\$39,536,000

Revenues will be reconciled and a payment for the differential will be made by FDOT once the backlog is caught up. CFX is protecting E-PASS customer accounts by writing programs to process two days of backlogged transactions at a time.

CFX was able to resume Pay-By-Plate invoices last week. The CFX team continues to email E-PASS customers to provide updates.

## PROJECT DEVELOPMENT

### Osceola Parkway Extension & Poinciana Parkway Extension PD&E Studies

The Osceola Parkway Extension PD&E Update and the Poinciana Parkway PD&E teams have started their work and Citizens Advisory and Environmental Advisory Group meetings will be scheduled in the next few months.

### Lake/Orange Connector

The Central Florida Expressway Authority is conducting a Feasibility and Project Development and Environment Study for the proposed Lake/Orange County Connector. A public meeting for the project is scheduled for August 30, 2018 from 5:30 pm to 7:30 pm at the Clermont Arts and Recreation Center Gymnasium located at 3700 South Highway 27 in Clermont Florida.

## TRANSPORTATION PARTNERSHIPS

### The Future of Transportation

CFX is partnering with TEAM FL to plan a Future of Transportation Summit for early October in Lake County. Topics will include connected and autonomous vehicles, innovative transit partnerships and evolving green transportation technologies. More information will be available in the next few weeks.

## PRESENTATIONS

- July 24: Hispanic Chamber - Hunters Creek Leads Group
- July 26: Poinciana Parkway - Polk Transportation Planning Organization (Technical Advisory Committee)
- August 1: Hispanic Chamber - Downtown Orlando Leads Group
- August 8: Lake/Orange Connector - Lake-Sumter Metropolitan Planning Organization (Technical and Community Advisory Committees)

## MEETINGS

- July 2: Lake/Orange Connector: Orange County Commissioner VanderLey
- July 2: Northeast Connector: Orange County Commissioner Bonilla
- July 10: Wekiva Scenic River Advisory Management Committee
- July 12: Senator Torres
- July 13: Joint Board Meeting – Tampa Bay Area Regional Transit Authority Metropolitan Planning Organization Chairs Coordinating Committee & Central Florida Metropolitan Planning Organization Alliance
- July 16: FHP LiDAR 3D Laser Scanning Training Session
- July 23-26: International Bridge Tunnel & Turnpike Association Conference
- July 24: Central Florida Autonomous Vehicles Partnership
- July 30: Lake/Orange County Connector Project Advisory Group
- July 30: Lake/Orange County Connector Environmental Advisory Group

## EVENTS

- August 4: Seminole Towne Center Back to School Event



**Dashboard will be sent  
under separate cover.**

**F. 1.**



CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY



# Reload Customer Service Lane Update

Corey Quinn, Chief of Technology/Operations

— August 9, 2018 —




# RELOAD Update

In-lane, drive-up customer service program is first of its kind in the continental United States

## ABOUT

- Drive-thru customer service lanes to reload E-PASS accounts or get a FREE E-PASS
- SR 408 Conway, SR 429 Forest Lake and SR 417 John Young Mainline Toll Plazas
- Launched May 2016
- Reload lane open 7 days a week, 6am – 8pm
- Staffed by AECOM

## BENEFITS

- Customer convenience
- Additional payment options
- Faster way to get a FREE 

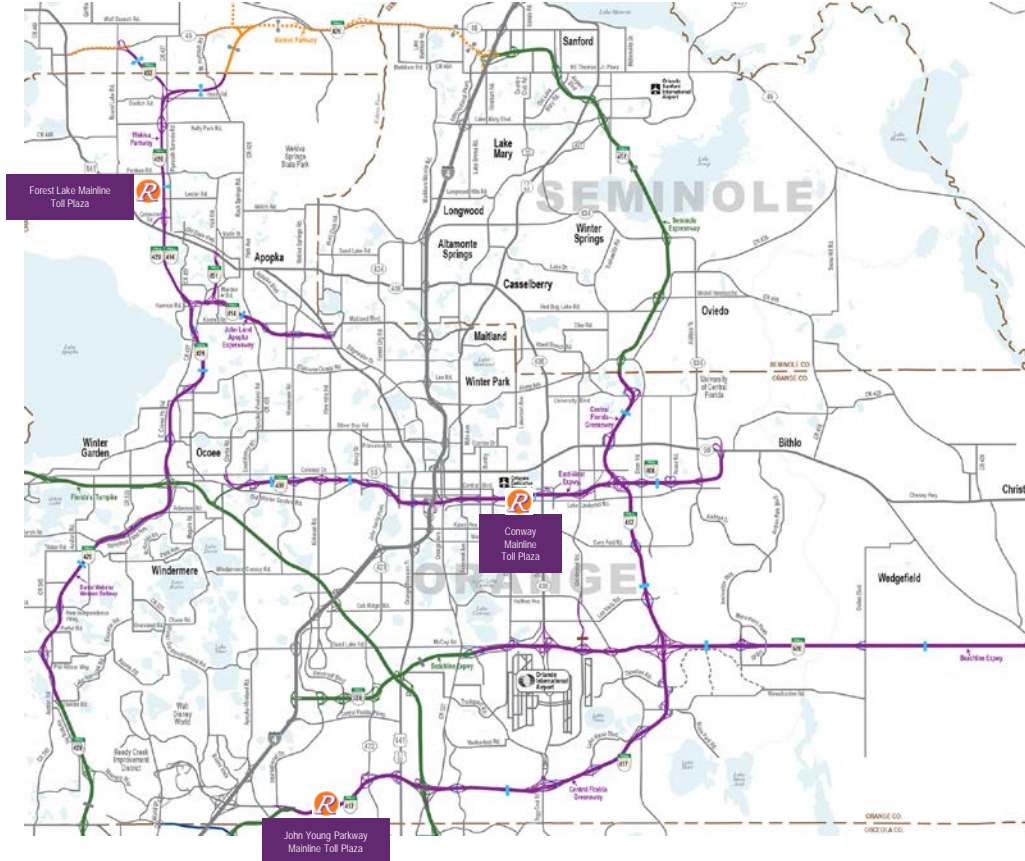




# RELOAD Locations



In-lane, drive-up customer service program is first of its kind in the continental United States

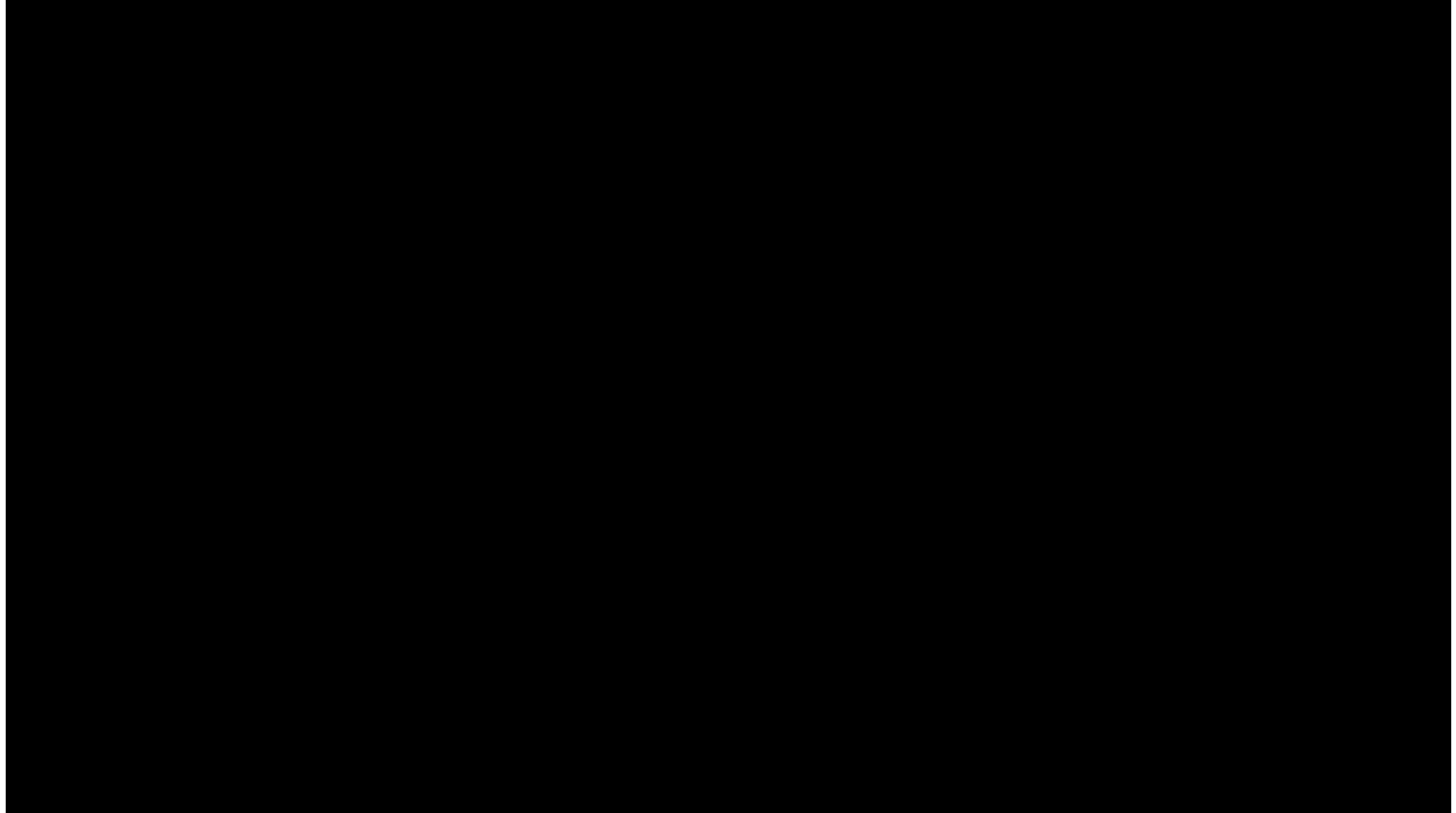




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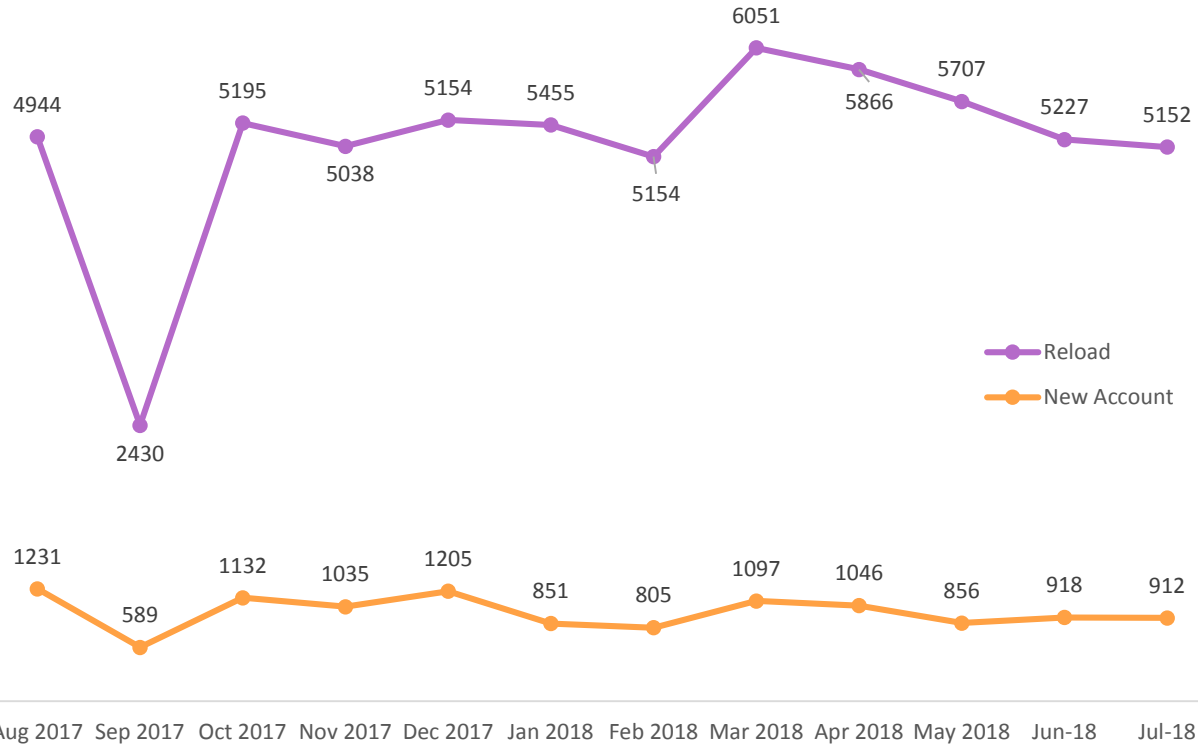




# E-PASS Sales & Reload Use

August 2017 through July 2018

Monthly Averages: 1104 E-PASS sales and 5253 E-PASS account reloads.



\*Due to Hurricane Irma Reload lanes shut down from 9/5/17 @ 5:00 pm thru 9/20/17



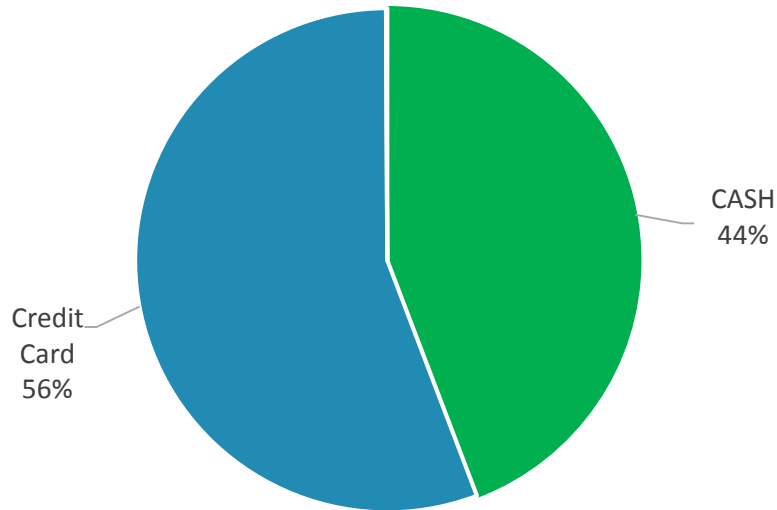


# Payment Types

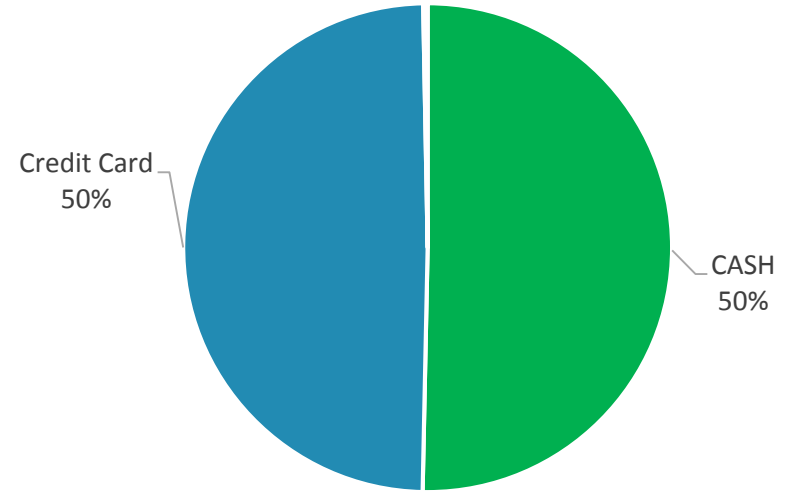
New E-PASS customers require a minimum of \$10 to activate the pre-paid account

Period: 8/1/2017 through 7/31/2018

New Customer Payment for Activation



Current Customer Payments to Reload Account







**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**



**F. 2.**

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire image is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

# **VISITOR TOLL PASS™ PILOT**

**DAVID WYNNE - DIRECTOR OF TOLL OPERATIONS**

**— AUGUST 9, 2018 —**

# PILOT PROJECT



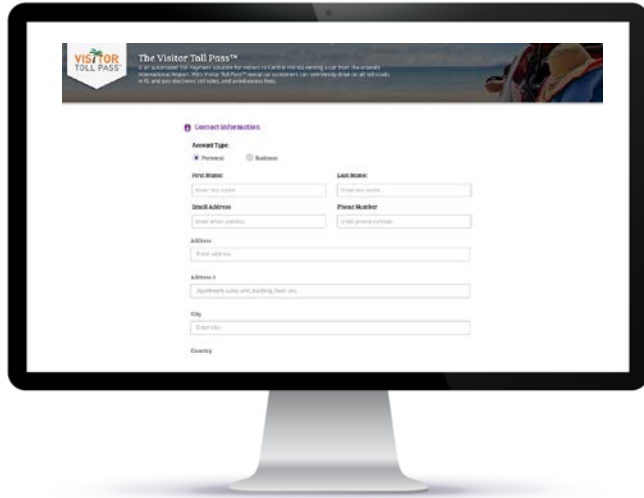
The Visitor Toll Pass™ is a *new* automated toll payment solution for visitors to Central Florida renting a car from the Orlando International Airport (OIA).

# E-PASS FOR VISITORS

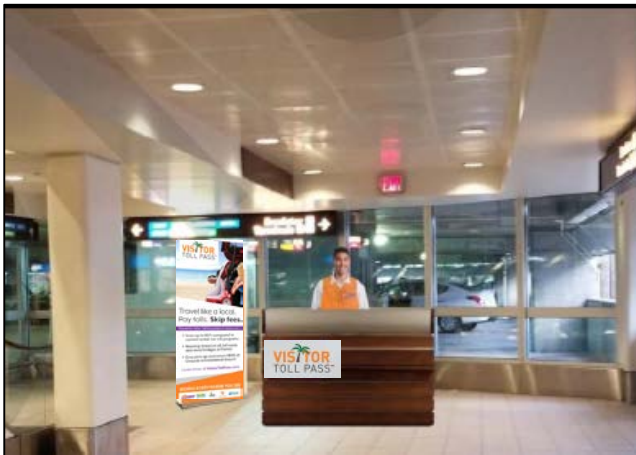


- Four month (September-December) pilot project with the Greater Orlando Aviation Authority
- Operational 7 days a week: 9 a.m. to 12 a.m.
- Current primary partner: Virgin Holidays
- Open to any customer using a credit card

# HOW VISITOR TOLL PASS™ WORKS



- **STEP 1:** Reserve Visitor Toll Pass™ via online or in person
- **STEP 2:** Pick-Up Visitor Toll Pass™ at Orlando International Airport
- **STEP 3:** Customers simply hang the Visitor Toll Pass™ from rearview mirror
- **STEP 4:** Explore & Enjoy!
- **STEP 5:** Return Visitor Toll Pass™ at an Orlando International Airport drop box or by mail
- **STEP 6:** Tolls will be charged to reserved credit card



# CUSTOMER BENEFITS

Offers visitors a chance to travel like a local while saving



- No third party provider fees
- Customers receive E-PASS rate
- Save as much as 80% compared to current rental car toll programs
- No registration fees



- No stopping to pay cash
- Use Visitor Toll Pass <sup>TM</sup> in express lanes for nonstop travel
- Customers receive timely invoice
- Electronic sign up & communication

**F. 3.**



The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire image is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

# **Drive Smart Florida**

Promoting A Culture Of Safety

— 2018 Update & 2019 Campaign Plan —



Northwest Blvd  
Exit 101

LETTER HALL  
LIVE MUSIC

# Drive Smart Florida Safety Campaign

The Drive Smart Florida campaign highlights key prevention behaviors and driver-to-driver tips to build a culture of safety and courtesy on Central Florida's roads.

- Launched – March 2018
- Research
- Promoted *Work Zone Safety Awareness Week*, April 9-13, 2018
- Website and Social Awareness
- Launched first target behavior campaign: *The 3-Second Rule*, May – July 2018



# Research: What to do in an Accident



## When a crash wrecks your day

What to do when one bumper meets another

Driving smart helps keep you safe every day. But smart drivers also are ready for the worst. Here are the Top 5 things to do after a wreck on the highway.

1. **Dial 911 or \*FHP.** Tell the dispatcher if someone is hurt and needs an ambulance.
2. **Turn on your hazard flashers.** Help other drivers see you so one wreck doesn't become two.
3. **Get out of the travel lane.** If you're not hurt and your car is drivable, pull off the road. If you crash near a work zone, you may have to drive up the road a bit to a safer location.
4. **Get away from the road** If you have to get out of your car, keep as far away from traffic as possible.
5. **Share your info.** While you probably won't become BFFs, you do need to exchange information with the other driver. By law both of you have to make nice long enough to share your name and license information, address, vehicle information (year, make, model and tag number), insurance name and policy number.

### Want to really know your stuff?

Check out the Official Handbook for Florida drivers.

Official Handbook

*Resources: Florida Highway Patrol Florida Highway Safety and Motor Vehicles*

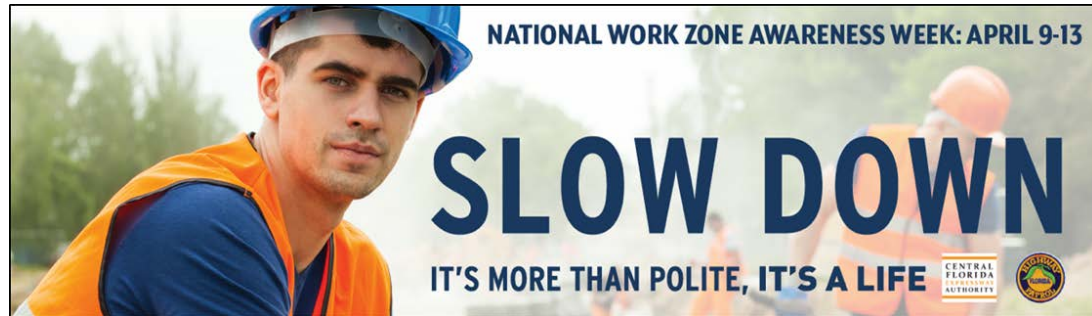
# Drive Smart Florida

- **Act like a friend.** Drive Smart is friendly and empathizes with the experience of the daily commuter.
- **Offer help.** Drive Smart provides simple instructions and driver-to-driver tips that make priority behaviors fun and easy to do.
- **Invite people in.** Drive Smart builds an inclusive sense of community, focusing on what “we” smart drivers do.
- **Showcase local drivers.** We showcase real people to surface an emerging norm of how we expect ourselves and each other to behave on our local roads.
- **Appeal to our better selves.** We focus on what drivers do right.



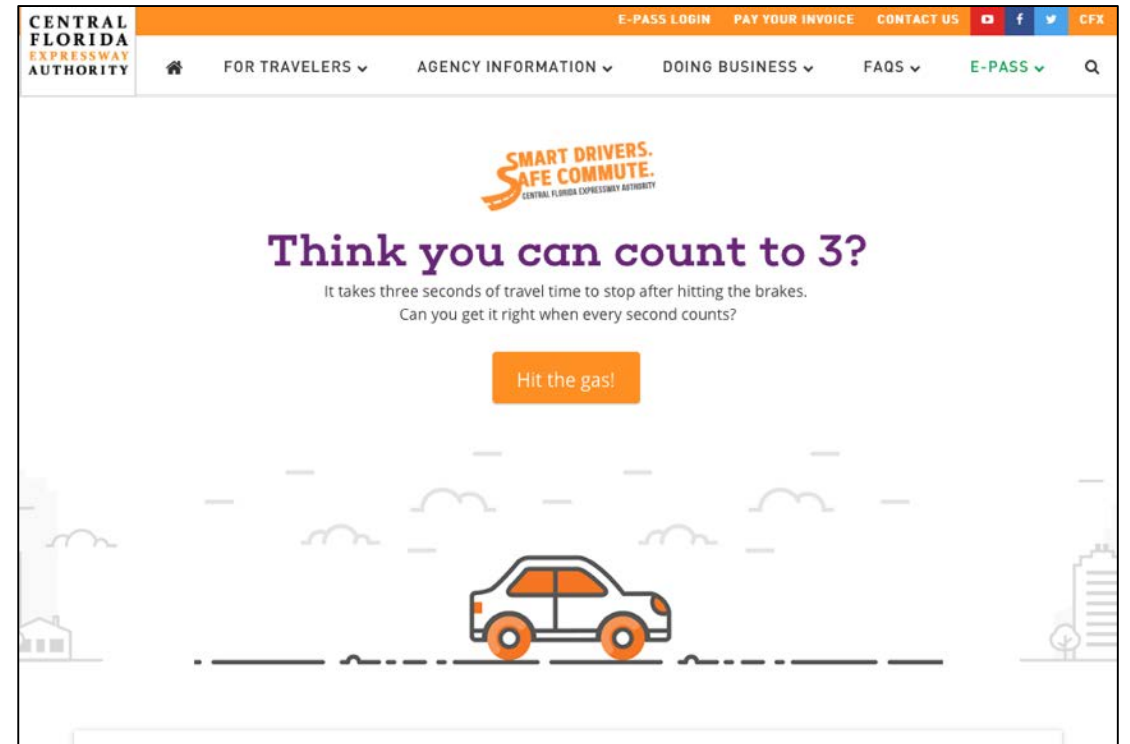
# 2018 Campaign

## Work Zone Awareness, 3-Second Rule and DriveSmartFlorida.org



### Tools:

- Billboards, Interactive content on DriveSmartFlorida.org, DMS Signage, Digital Ads, Radio Ads, Social Media, CFX Customer Communications, Earned Media, PSAs, Partnerships





# 2019 CAMPAIGN PLAN

# Moving Forward 2019

## Driving Skills

May 2018-May 2019

When a crash wrecks  
your day

## MERGING

Sept – Oct 2018

Merge like a master.

## STAYING CALM

Feb – April 2019

Get your *carma* on.

## ONGOING: WHAT TO DO IN AN ACCIDENT & DRIVING SKILLS

Highlights what to do if you do get into an accident and helps smart drivers prepare for a crash. Emphasize key driving skills and curriculum components for new drivers.

**SMART DRIVERS.  
SAFE COMMUTE.**  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY