

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
December 13, 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 NOVEMBER 8, 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. **AMENDED AND RESTATED LEASE-PURCHASE AGREEMENT WITH OSCEOLA COUNTY**
Laura Kelley, Executive Director (action item)
2. **BRIGHTLINE UPDATE** – *Patrick Goddard, President, Brightline Trains, LLC*
(info. item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This meeting is open to the public.

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

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

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

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING November 8, 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)
Mayor Buddy Dyer, City of Orlando
Mayor Teresa Jacobs, Orange County
Commissioner Sean Parks, Lake County
S. Michael Scheeringa, Gubernatorial Appointment
Commissioner Jennifer Thompson, Orange County

Board Members Participating by Phone:

Commissioner Brenda Carey, Seminole County (Treasurer)

Board Members Not Present:

Commissioner Jim Barfield, Brevard County
Andria Herr, Gubernatorial Appointment

Non-Voting Advisor Not Present:

Paul Wai, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director
Linda Brehmer Lanosa, Deputy General Counsel
Mimi Lamaute, Recording Secretary

A. CALL TO ORDER

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

B. PUBLIC COMMENT

Mr. Bob Hartnett thanked CFX for their participation at the TEAMFL meeting.

C. APPROVAL OF MINUTES

A motion was made by Mayor Jacobs and seconded by Mr. Scheeringa to approve the October 11, 2018 Board Meeting Minutes as presented. The motion carried unanimously with seven (7) members present voting AYE by voice vote; Commissioner Carey voting AYE telephonically. Commissioner Barfield and Ms. Herr were not present.

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

ENGINEERING

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

INTERNAL AUDIT

6. Acceptance of the following Internal Audit Reports:

- a. Fiscal 2018 Physical Security Assessment
- b. Fiscal 2018 Penetration Testing
- c. Prior Audit Recommendations Follow-Up

LEGAL

- 7. Approval of Amendment to Reciprocal Access and Utility Easement Agreement for the SR 528 Multi-Modal Corridor, Project 1240, Parcel 109
- 8. Approval of Developer's Agreement with the City of Apopka and Replat Project 429-202, Parcel Stanton Ridge Subdivision
- 9. Approval of the Limited Access Line Relocation Agreement and Resolution Authorizing the Establishment and Partial Release of the Limited Access Lines and Sale, Project 455, Parcel 45-502 (Partial)

TOLL OPERATIONS/TECHNOLOGY

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

A motion was made by Mr. Madera and seconded by Mayor Jacobs approve the Consent Agenda as presented. The motion carried unanimously with seven (7) members present voting AYE by voice vote; Commissioner Carey voting AYE telephonically. Commissioner Barfield and Ms. Herr were not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- The Chairman reported on judging CFX's Third Annual Chili Cook Off and thanked volunteers.
- He provided details on the toy drive for Toys for Tots.
- He recognized outgoing board members Commissioner Barfield, Mayor Jacobs and Commissioner Thompson.

2. TREASURER'S REPORT

Chief Financial Officer, Lisa Lumbard, reported total revenues for September were \$35,440,988, which is 4% below projections and 91.1% above prior year. Last September tolls were suspended due to Hurricane Irma for approximately 16 days. CFX's total revenues year-to-date as of September 30th were \$117,415,492 which is 3% over projections.

Total OM&A expenses were \$7.4 million for the month and \$13.3 million year-to-date, which is 10.9% under budget.

After debt service, the total net revenue available for projects was \$15.0 million for September and \$62.2 million year-to-date. CFX's projected year-end senior lien debt service ratio is 2.41, which is above CFX's budgeted ratio of 2.40.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, she expanded on the following:

- Thanked outgoing Board members;
- Reported on the International Road Federation meeting;
- Summarized the future of Transportation Summit; and
- Introduced the winners of the Chili Cookoff and presented Gliding Stars with their donation.

F. REGULAR AGENDA ITEMS

1. ACCEPTANCE OF FY 2018 FINANCIAL STATEMENTS

Chief Financial Officer, Lisa Lumbard, presented Daniel O'Keefe and Joel Knopp with Moore Stephens Lovelace, P.A. They provided details on the FY 2018 Financial Statements presented for approval.

A motion was made by Mayor Jacobs and seconded by Mr. Madara to accept the 2018 Financial Statements as presented. The motion carried unanimously with seven (7) members present voting AYE by voice vote; Commissioner Carey voting AYE telephonically. Commissioner Barfield and Ms. Herr were not present.

2. APPROVAL OF CONTRACT AWARD FOR ROAD RANGER SAFETY SERVICE PATROL TO AUTOBASE, INC., CONTRACT NO. 001437

Senior Roadway Inspector, Brad Osterhaus, provided an overview of the Road Ranger Safety Service Patrol contract.

Discussion ensued regarding hours of operation.

A motion was made by Mr. Madara and seconded by Mayor Jacobs for:

1. Approval of contract award for Road Ranger Safety Service Patrol to AutoBase, Inc. in the amount of \$6,295,550.00; and
2. Staff to negotiate with AutoBase, Inc. to extend the hours of operation by two (2) hours to 10:00 p.m.

The motion carried unanimously with seven (7) members present voting AYE by voice vote; Commissioner Carey voting AYE telephonically. Commissioner Barfield and Ms. Herr were not present.

G. BOARD MEMBER COMMENT

The following Board members provided comments:

- Mayor Jacobs;
- Commissioner Thompson;
- Mr. Madara; and
- Chairman Hawkins.

H. ADJOURNMENT

Chairman Hawkins adjourned the meeting at 9:43 a.m.

Commissioner Fred Hawkins, Jr.
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2018.

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

D.

Consent Agenda

CONSENT AGENDA December 13, 2018

ADMINISTRATIVE SERVICES

1. Approval of Second Contract Renewal with The Rubin Group for Advocacy Services, Contract No. 001382 (Agreement Value: \$90,000.00)
2. Authorization to Execute Cooperative Purchase Agreement with First Capital Property Group, Inc. for Real Estate Appraisal Services, Contract No. 001491

CONSTRUCTION

3. Approval of Construction Contract Modifications on the following projects:
 - a. Project 429-418 SEMA Construction, Inc. \$ 21,375.54
 - b. Project 408-128 The Lane Construction Corp. \$ 416,757.40
 - c. Project 599-126 SEMA Construction, Inc. \$ 70,498.47
 - d. Project 408-628 ION Electric \$ 38,048.69
 - e. Project 253G SEMA Construction, Inc. \$ 164,134.80
 - f. Project 408-127 The Lane Construction Corp. (\$ 95,845.80)
 - g. Project 417-134 Hubbard Construction Co. \$ 66,495.00
 - h. Project 599-413 Rieker Duley Construction Co. \$ 39,918.05
 - i. Project 599-630 Traffic Control Devices \$ 173,177.00
 - j. Project 528-131 SEMA Construction, Inc. \$ 21,500.00

ENGINEERING

4. Approval of Edwin R. Barfield, LLC as a Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145
5. Approval of The Balmoral Group, LLC as Subconsultant for the Miscellaneous Design Consultant Contract with Protean Design Group, Inc., Contract No. 001208
6. Approval of Supplemental Agreement No. 2A with Dewberry Engineers, Inc. for Additional Post Design Services for SR 417 Widening from Econlockhatchee Trail to Seminole County Line, Project 417-134, Contract No. 001153 (Agreement Value: \$97,347.07)
7. Approval for the Executive Director to Execute the Department Funded Agreement Between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for Improvements to the Central Florida Greene Way (SR 417) from Aloma Avenue to University Boulevard, Contract No. 001492 (Agreement Value: \$97,347.07)
8. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 429 Widening from West Road to SR 414, Project 429-153, Contract No. 001396

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

9. Approval of Contract Award to Atkins North America, Inc. for Design Consultant Services for the SR 417 Widening from Narcoossee Road to SR 528, Project 417-150, Contract No. 001393 (Agreement Value: not-to-exceed \$6,400,000.00)
10. Approval of Contract Award to Atlantic Civil Constructors Corporation for SR 429 Kelley Park Road Turn Lane and Plant Street Interchange Ramps Resurfacing, Project 429-753, Contract No. 001471 (Agreement Value: \$954,213.96)

LEGAL

11. Approval of Transfer, Assignment and Assumption Agreement Between Osceola County and the Central Florida Expressway Authority

MAINTENANCE

12. Approval of Supplemental Agreement No. 1 with AutoBase, Inc. for Road Ranger Safety Service Patrol, Contract No. 001437 (Agreement Value: \$950,000.00)
13. Approval of Contract Award to Arazoza Brothers Corp. for SR 429 Wekiva Parkway Landscape Improvements, Project 492-826, Contract No. 001451 (Agreement Value: \$1,931,350.00)

TOLL OPERATIONS/TECHNOLOGY


14. Ratification of Purchase Order to TransCore, LP for E-PASS Xtra Dual Protocol Transponders (Agreement Value: \$189,400.00)
15. Approval of Vinali LLC dba Vinali Staffing as Subconsultant for the E-PASS and VES Enforcement Operations Contract with Egis Projects, Inc., Contract No. 001105
16. Approval of Supplemental Agreement No. 7 with Egis Projects, Inc. for the Visitor Toll Pass Project at the Orlando International Airport, Contract No. 001105 (Agreement Value: \$1,429,401.90)
17. Approval of Contract Award to Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Three-Line Dynamic Message Signs Replacement Project, Project 599-545, Contract No. 001419 (Agreement Value: not-to-exceed \$650,000.00)
18. Approval of Contract Award to Precision Contracting Services, Inc. for Maintenance of Fiber Optic Network Infrastructure, Contract No. 001423 (Agreement Value: \$729,050.00)
19. Approval of Contract Award to United Signs & Signals, Inc. for Wekiva Parkway Closed-Circuit Television Camera Deployment, Project 599-547, Contract No. 001463 (Agreement Value: \$1,118,178.09)
20. Approval of Purchase Order to Intelligent Transportation Services, Inc. for High Definition Closed-Circuit Television Cameras, Project 599-528 (Agreement Value: \$107,820.00)

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 19, 2018

SUBJECT: Approval of Second Contract Renewal with The Rubin Group
for Advocacy Services
Contract No. 001382

Board approval is requested for the second renewal of the referenced contract with The Rubin Group, in the amount of \$90,000.00 for a one-year period beginning January 1, 2019 and ending December 31, 2019. The original contract was for six months with an option to renew at the sole discretion and election of CFX.

The services to be provided under this renewal are advocacy and consultant services as may be assigned by CFX.

Original Contract Amount	\$ 45,000.00
First Renewal	\$ 45,000.00
Second Renewal	<u>\$ 90,000.00</u>
Total	\$180,000.00

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Michelle Maikisch
Chief of Staff/Public Affairs Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 2
CONTRACT NO. 001382

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of December 2018, by and between Central Florida Expressway Authority, hereinafter called "CFX" and The Rubin Group, hereinafter called the "Consultant".

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated December 19, 2017, whereby CFX retained the Consultant to provide advocacy and consultant services; and

WHEREAS, pursuant to Section 2.10 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a second renewal of said Original Agreement beginning the 1st day of January 2019 and ending the 31st day of December 2019 at the cost of \$90,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Contract renewal ending December 31, 2018, the Consultant shall execute a 'Certificate of Completion of the Original Contract and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Contract ending December 31, 2018.

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

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

THE RUBIN GROUP

BY: _____
Authorized Signature

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001382

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of April 2018, by and between Central Florida Expressway Authority, hereinafter called "CFX" and The Rubin Group, hereinafter called the "Consultant".

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated December 19, 2017, whereby CFX retained the Consultant to provide advocacy and consultant services; and

WHEREAS, pursuant to Section 2.10 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of six (6) months;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 1st day of July 2018 and ending the 31st day of December 2018 at the cost of \$45,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract renewal ending June 30, 2018, the Consultant shall execute a 'Certificate of Completion of the Original Contract and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Contract ending June 30, 2018.

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

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

THE RUBIN GROUP

BY: [Signature]
Authorized Signature

Title: President

ATTEST: [Signature]
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement



If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

LEGAL APPROVAL: [Signature]
AS TO FORM General Counsel for CFX

2018 APR 18 AM 11:06

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
ADVOCACY SERVICES
CONTRACT NO. 001382**

2017 DEC 26 PM 2:34

This Agreement is made this 19th day of December, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and THE RUBIN GROUP, 450 East Las Olas Boulevard, Suite 1250, Fort Lauderdale, FL 33301, hereinafter the "CONSULTANT," who is duly authorized to conduct business in the State of Florida.

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of [CFX];" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide advocacy and consultant services as may be assigned to the Consultant by CFX; and

WHEREAS, on or about September 9, 2013, the CONSULTANT entered an agreement with Florida Virtual School (FLVS) under its Contract No. RFQ-2013-7020-9003-LM to provide substantially the same services as required by CFX; and

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

WHEREAS, the CONSULTANT agrees to provide the services under the same terms, conditions and rates as included in its contract with FLVS, a copy of which is attached to this Agreement as **Exhibit "A"**, and such additional terms and conditions as detailed below.

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

1. RECITALS

The recitals are true and corrected and incorporated herein as terms.

2. ADOPTION OF THE STATE CONTRACT

The parties adopt the terms and conditions in the CONTRACTOR's existing contract with the Florida Virtual School (FLVS) under its Contract No. RFQ-2013-7020-9003-LM, including the Master Services Agreement, Attachment 1, Amendment 1, Amendment 2, and Amendment 3, by reference as though set forth fully herein, hereinafter referred to as the "State Contract", marked as "FLVS, [page number] of 15," subject to the substitutions or revisions described below.

2.1 References to "Florida Virtual School" and "FLVS" in the State Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX."

2.2 References to "Director of External Affairs (Star Kraschinsky)" or "Director of External Affairs" in the State Contract shall be replaced with the "Chief of Staff."

2.3 References to "Chief Policy Officer" or "President/COE" in the State Contract shall be replaced with the "Executive Director."

2.4 References to "Board of Trustees" in the State Contract shall be replaced with the "Executive Director."

2.5 References to "educational projects" in the State Contract shall be replaced with "transportation projects."

2.6 References to "School Board" in the State Contract shall be replaced with "CFX."

2.7 On FLVS, pages 1, 7 and 9, the Maximum Amount of this Contract will be replaced with the following: \$45,000.

2.8 On FLVS, pages 1, 7 and 9, the Authorized Person to Receive Contract/Approval Notices shall be replaced with the following:

Michelle Maikisch, Chief of Staff
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000
Email: Michelle.Maikisch@CFXway.com

2.9 On FLVS, page 2, the last sentence of Article I shall be modified by deleting the text marked with strikeouts as follows:

Current Consultant roster is presumed to be as follows:

~~1. Capitol Insight, LLC (lead Consultant)~~

2. The Rubin Group
3. ~~Gray Robinson Attorneys At Law~~
4. ~~SCG Governmental Affairs~~

2.10 On FLVS, pages 4 and 11, Article II entitled "Period of Performance" shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

~~This Agreement shall remain in effect not to exceed five (5) years from the effective date specified above, with annual renewal options. The term of the Contract will be six (6) months beginning January 1, 2018. The option to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 30 days prior to the expiration of the initial Contract terms.~~

2.11 On FLVS, pages 4, 7, 9 and, 11, Article III entitled "Compensation" shall be replaced with the following:

In full monetary consideration for this Agreement and the services to be performed by the CONSULTANT hereunder, CFX will pay the CONSULTANT using the following schedule of billing rates: \$7,500.00 per month for six (6) months. The Contract amount shall not exceed \$45,000.00 during the term.

In addition, CFX will reimburse the CONSULTANT for reasonable out-of-pocket expenses incurred in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, CFX policies and procedures, but only with prior written approval.

2.12 On FLVS, pages 5 and 12, Article VI entitled "Liability" shall be revised by deleting the second paragraph as follows:

~~Consultant shall be compliant with the Jessica Lunsford act for the duration of this Agreement. Consultant, Consultant's personnel, employees, and sub-contractor(s) who are permitted access on school grounds when students are present, who have direct contact with students, students records and/or data or who have access to or control of school funds must meet level 2 fingerprinting background screening requirements.~~

2.13 On FLVS, pages 6, 7, and 14, Article XIII entitled "Public Records" shall be replaced with the following:

1. CFX is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law including:
 - (a) keeping and maintaining public records that ordinarily and necessarily would be required by the CFX in order to perform the services.
 - (b) providing

the public with access to public records on the same terms and conditions that the CFX would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the CFX all public records in possession of the CONSULTANT upon termination of the Agreements and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CFX in a format that is compatible with the information technology systems of the CFX.

The parties agree that if the contractor fails to comply with a public records request, then CFX must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

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

**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**

**Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000
PublicRecords@CFXWay.com**

2.14 On FLVS, page 10, the reference to the "General Counsel" in paragraph 3 of Article I of the State Contract shall be replaced with the "Executive Director."

2.15 On page FLVS, page 14, Article XIII entitled "Renewal" shall be deleted.

3. ADDITIONAL TERMS REQUIRED BY CFX

3.1 The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX.

3.2 CONSULTANT RESPONSIBILITY. CONSULTANT shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

(a) CONSULTANT shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation: (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and (ii) all workplace laws, regulations, and posting requirements, and

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

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

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

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

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

3.6 CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

3.9 DISPUTES AND TERMINATION. All services shall be performed by the CONSULTANT to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services described

and the character, quality, amount and value thereof. CFX shall have the right to terminate or suspend the Agreement, in whole or in part, at any time, for any reason, with seven (7) days.

3.10 OTHER SEVERABILITY. If any section of this Agreement 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 Agreement 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 Agreement.

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

3.12 RELATIONSHIPS. CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

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

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

3.14 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 Agreement:

- (a) Article VI – Liability
- (b) Article VI – Ownership of Work Product

- (c) Article IX – Guarantees and Warranty
- (d) Article X – Examination of Records
- (e) Article XIII - Public Records
- (f) Paragraph 3.11 on Laws and Venue.

3.15 OBLIGATIONS UPON EXPIRATION OR TERMINATION OF AGREEMENT. CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Agreement and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

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

3.17 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."

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

[SIGNATURES TO FOLLOW]

THE RUBIN GROUP, Inc.

By: William D. L.

Title: President

Attest: Carmen M. Rachel (Seal)

Date: 12/22/17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature] 12/29/17
Director of Procurement

2017 DEC 26 PM 2:35

Approved as to form and execution, only,
for reliance by CFX only.

Linda A. B. Lerner for
General Counsel for CFX

**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 28, 2018

SUBJECT: Authorization to Execute Cooperative Purchase Agreement with First Capital Property Group, Inc. for Real Estate Appraisal Services
Contract No. 001491

Board authorization is requested to execute an agreement with First Capital Property Group, Inc. for one (1) year to perform Real Estate Appraisal Services. CFX has property at 525 S. Magnolia Avenue in Orlando which is currently being leased and used as doctors' offices. The doctors' group has given CFX notice that they will be leaving the building sometime between February and June of 2019. CFX wishes to value the property for future leasing. Compensation shall be 3% of gross value of the lease.

This will be a cooperative purchase (piggyback) agreement based on a contract between City of Orlando and First Capital Property Group, Inc. for real estate appraisal services which will allow CFX to take advantage of the favorable prices and services received by City of Orlando.

This amount is budgeted in the OM&A Budget.

Reviewed by:


Lisa Lumbard
CEO

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
REAL ESTATE APPRAISAL SERVICES
CONTRACT NO. 001491**

This Agreement is made this 13th day of December, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and FIRST CAPITAL PROPERTY GROUP, INC., 1516 E. Hillcrest Street, Suite 210, Orlando, FL 32803, hereinafter the "CONSULTANT," who is duly authorized to conduct business in the State of Florida.

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of [CFX];" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide real estate appraisal services as may be assigned to the Consultant by CFX; and

WHEREAS, on or about November 19, 2014, the CONSULTANT entered an agreement with the City of Orlando under its Contract No. RFP14-0012-10 to provide substantially the same services as required by CFX; and

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONSULTANT has an existing contract with City of Orlando for substantially the same services to be provided hereunder and CFX has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by CITY OF ORLANDO; and

WHEREAS, the CONSULTANT agrees to provide the services under the same terms, conditions and rates as included in its contract with CITY OF ORLANDO, a copy of which is attached to this Agreement as **Exhibit "A"**, and such additional terms and conditions as detailed below.

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

1. RECITALS

The recitals are true and corrected and incorporated herein as terms.

2. ADOPTION OF THE CITY OF ORLANDO CONTRACT

The parties adopt the terms and conditions in the CONTRACTOR's existing contract with the City of Orlando under its Contract No. RFP14-0012-10, including the Master Services Agreement and Amendment 1, by reference as though set forth fully herein, subject to the substitutions or revisions described below.

2.1 References to "City of Orlando" in the Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX."

2.2 Reference to the "City's Chief Procurement Officer" in the Contract shall be replace with "CFX Executive Director" or "CFX Chief of Financial Officer"

2.3 In the City Contract on page 1, Article III entitled "Term of Contract" shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

~~The period of this Contract shall be for three (3) years, beginning on September 22, 2014, and ending on September 21, 2017. This contract may, by mutual written assent of the parties, be extended for one (1) additional two (2) period or portions thereof, up to a cumulative total of five (5) years. The term of the~~
Contract will be for one (1) year beginning December 14, 2018. The option to renew is at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 30 days prior to the expiration of the initial Contract terms.

2.4 In the City Contract in Attachment "I" entitled "Fee Schedule Form" shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

In full monetary consideration for this Agreement and the services to be performed by the CONSULTANT hereunder, ~~CFX CITY OF ORLANDO~~ will pay the CONSULTANT using the following schedule of billing rates: 3% of the gross value of the lease.

In addition, ~~CFX CITY OF ORLANDO~~ will reimburse the CONSULTANT for reasonable out-of-pocket expenses incurred in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, CFX policies and procedures, but only with prior written approval.

3. ADDITIONAL TERMS REQUIRED BY CFX

3.1 SERVICES TO BE PROVIDED. The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

3.2 CFX is public agency subject to Chapter 119, Florida Statutes. CONSULTANT shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the CFX in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the CFX would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the CFX all public records in possession of the CONSULTANT upon termination of the Agreements and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CFX in a format that is compatible with the information technology systems of the CFX.

The parties agree that if the contractor fails to comply with a public records request, then CFX must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

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

**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**

Central Florida Expressway Authority

4974 ORL Tower Road

Orlando, Florida 32807

(407) 690-5000

PublicRecords@CFXWay.com

3.3 CONSULTANT INSURANCE.

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with CITY OF ORLANDO.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

3.4 CONSULTANT RESPONSIBILITY

CONSULTANT shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

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

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

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

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

3.5 INDEMNITY. The CONSULTANT shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

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

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

3.8 CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313

as it relates to work performed under this Contract, which standards will be reference be made a part of this Agreement as though set forth in full.

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

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

3.11 DISPUTES AND TERMINATION

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

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

3.12 OTHER SEVERABILITY. If any section of this Agreement 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.

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

3.14 RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

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

3.15 INTERPRETATION. For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT 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, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

3.16 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:

(a) Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

(b) 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.

3.17 OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT. CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

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

FIRST CAPITAL PROPERTY GROUP, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only,

General Counsel for CFX

EXHIBIT "A"

Contract No. RFP14-0012-10
Master Services Agreement, Amendment 1

REQUEST FOR PROPOSAL
FOR
REAL ESTATE APPRAISAL AND CONSULTING SERVICES

RFP14-0012



Issued By:
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

Date of Issue: April 25, 2014
Due Date/Time for Receipt of Proposals:
June 4, 2014 at 2:00 p.m., Local Time, City of Orlando, FL

REQUEST FOR PROPOSAL INFORMATION

The Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Proposer to obtain solicitation and current award information prior to and after the scheduled opening date of a Request for Proposal. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a Request for Proposal. You may obtain award and other solicitation information in a variety of ways:

1. There are currently two Internet sites available to obtain RFP Selection Committee rankings, Notice of Intended Action for award and other information:

A. The City of Orlando Procurement and Contracts Division's Website:

<http://www.cityoforlando.net/admin/purchasing/solicitations.htm>

If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of bidding opportunities that meet your commodity code selections.

B. Direct link to eSupplier VendorLink Website:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx>

You may also access the same solicitation information by visiting the City's eSupplier VendorLink website directly by copying the above link in your web browser.

2. You may visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

TABLE OF CONTENTS

	Page
REQUEST FOR PROPOSAL ENVELOPE LABEL.....	5
1.0 DESCRIPTION OF PROJECT	6
2.0 BACKGROUND AND STATISTICAL INFORMATION	6
3.0 TERM OF CONTRACT	6
4.0 PROPOSAL SCHEDULE.....	6
5.0 MANDATORY MINIMUM QUALIFICATIONS.....	7
6.0 PRE-PROPOSAL CONFERENCE.....	7
7.0 PROPOSAL DUE DATE AND TIME	8
8.0 PROPOSAL PREPARATION AND FORMAT	8
9.0 REQUIRED PROPOSAL SUBMITTALS	9
10.0 DELIVERY OF PROPOSALS	13
11.0 CONFORMANCE TO SOLICITATION.....	14
12.0 EVALUATION CRITERIA.....	14
13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS.....	15
14.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS	16
15.0 ADDITIONAL INFORMATION	17
16.0 ADDENDUM TO REQUEST FOR PROPOSALS	18
17.0 APPLICABLE LAW AND APPEALS	18
18.0 CONTRACT.....	18
19.0 EXECUTION OF CONTRACT.....	18
20.0 RIGHT TO AUDIT RECORDS.....	18
21.0 FISCAL YEAR FUNDING APPROPRIATION	19
22.0 PUBLIC ENTITY CRIMES.....	19
23.0 PROMPT PAYMENT ACT	19
24.0 INVOICES	19
25.0 DISPUTE RESOLUTION.....	20

26.0	PROPOSER'S GUARANTEE	20
27.0	INSURANCE / PERFORMANCE BONDS	21
28.0	FLORIDA SALES TAX	21
29.0	DRUG-FREE WORKPLACE CERTIFICATION.....	21
30.0	AMERICANS WITH DISABILITIES ACT.....	21
31.0	RECIPROCAL LOCAL PREFERENCE	21
32.0	PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES.....	22
33.0	FOREIGN CORPORATION	22
34.0	SUBCONTRACTORS	22
35.0	PURCHASING CARD PROGRAM.....	22
36.0	LIVING WAGE POLICY	23
37.0	SOFTWARE LICENSES	24
38.0	GOVERNING LAW/VENUE.....	24

ATTACHMENTS

ATTACHMENT "A" – THE CONTRACT	25
ATTACHMENT "B" – PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION FORM	40
ATTACHMENT "C" – PROPOSER'S CERTIFICATION	42
ATTACHMENT "D" – ADDENDUM RECEIPT VERIFICATION	44
ATTACHMENT "E" – REFERENCES	46
ATTACHMENT "F" – MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION.....	48
ATTACHMENT "G" – VETERAN BUSINESS ENTERPRISE PARTICIPATION.....	52
ATTACHMENT "H" – QUESTIONS REGARDING SOLICITATION OR PROPOSAL PROCESS FORM.....	55
ATTACHMENT "I" – FEE SCHEDULE	57

REQUEST FOR PROPOSAL ENVELOPE LABEL:

Complete the label below with all appropriate information and affix it to the outside of the envelope containing your Request for Proposal submittal. This will assist in the proper processing of the submittal and avoid revealing the contents of that envelope until the official solicitation opening time and date.



PROPOSAL ENCLOSED

(To be opened by Procurement official noted below)



Respondent's Name: _____

Respondent's Address: _____

Respondent's Telephone Number: (____) _____

City of Orlando

Procurement and Contracts Division

Attention: David Billingsley, CPSM, C.P.M.

Chief Procurement Officer

C/O Purchasing Agent: Karen Elzy

400 S. Orange Ave., 4th Floor

Orlando, Florida 32801

Solicitation No.: RFP14-0012

Solicitation Title: REAL STATE APPRAISAL AND CONSULTING SERVICES

Solicitation Due Date & Time:

June 4, 2014 at 2:00 P.M., Local Time, City of Orlando, FL

**REQUEST FOR PROPOSAL FOR
REAL ESTATE APPRAISAL AND CONSULTING SERVICES**

1.0 DESCRIPTION OF PROJECT:

The City of Orlando is soliciting proposals from Real Estate Appraisal and Consulting firms to provide the City of Orlando with appraisal services (including residential, commercial and condemnation work), and real estate consulting services (highest and best use analysis, tax value, brokerage services, etc.). Additional services needed may include representing the City in negotiations for acquisition or disposition of property, managing rental units, advising staff of various options or approaches to achieve the end result desired (i.e. long term lease vs. acquisition, etc.). It is not required that every firm provide all services requested. It is anticipated that multiple firms will be awarded in order to have a diversity of services available.

2.0 BACKGROUND AND STATISTICAL INFORMATION:

The City of Orlando is a 111.2 square mile area that covers a total of 71,140 acres. With its central location in the region and the State, Orlando is easily accessible from Interstate 4, Florida Turnpike, East/West Expressway and the Beach line Expressway.

The Mission of the City of Orlando is to enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner.

3.0 TERM OF CONTRACT:

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be extended for one (1) additional three (3) year period or portions thereof, up to a cumulative total of six (6) years.

4.0 PROPOSAL SCHEDULE:

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Chief Procurement Officer ("CPO") of the Procurement and Contracts Division or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	April 25, 2014
Pre-Proposal Conference	May 21, 2014 at 10:00 am
Cut-off date for Questions by Respondents	May 25, 2014 at 5:00 pm
Proposal Due Date and Time	June 4, 2014 @ 2:00 p.m., Local Time
Review and Evaluation of Proposals	July 2014

5.0 MANDATORY MINIMUM QUALIFICATIONS:

The following mandatory minimum qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

- 5.1 The Proposer must be actively in business performing similar services for the past five years.
- 5.2 The Proposer's staff must have appropriate real estate and/or appraisal licenses as required by the State of Florida.

6.0 PRE-PROPOSAL CONFERENCE:

6.1 Date

A **Non-Mandatory** Pre-Proposal Conference will be held at **The Procurement and Contracts Division, at City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on May 21, 2014 at 10:00 a.m., Local Time, City of Orlando, FL.**

6.2 Purpose

The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the project and answer questions.

6.3 Oral Interpretations and Addenda

All interpretations and clarifications related to the Request for Proposal, or supplemental instructions will be in the form of a written addendum from the Procurement and Contracts Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.

6.4 Clarification of Requirements

To facilitate the clarification of requirements, it is strongly recommended that Proposer(s) submit all questions in writing, at least three (3) days prior to the pre-Proposal conference. Please complete the attached "Pre-Proposal Conference Attendance Notification Form", Attachment "B", include questions, Attachment "H", if any, and return via fax to:

Karen Elzy, Senior Purchasing Agent
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2368
Fax: (407) 246-2869

Email: Karen.Elzy@cityoforlando.net

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

7.0 PROPOSAL DUE DATE AND TIME:

7.1 Proposal Due Date

Sealed Proposals must be received at the Procurement and Contracts Division, not later than **2:00 p.m., Local Time, City of Orlando, FL, on June 4, 2014**. Proposals received after this date and time, will not be considered.

7.2 Public Opening

Proposals will be publicly opened and announced in the Procurement and Contracts Division on the due date and time as specified herein. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

7.3 Public Record

Proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or until thirty (30) days after the Proposal opening, whichever is earlier.

8.0 PROPOSAL PREPARATION AND FORMAT:

8.1 Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

8.2 Proposal Reproduction

Please submit an original and nine (9) total copies of the Proposal package as follows: One (1) unbound clearly marked original and eight (8) bound exact copies and an additional complete copy in electronic format, e.g. single CD-ROM or memory stick containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

8.3 Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposal.

8.4 Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement and Contracts Division Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Orlando and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

9.0 REQUIRED PROPOSAL SUBMITTALS:

Outline Format for Response

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified.

A. Title Page

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: **RFP14-0012, REQUEST FOR PROPOSAL FOR REAL ESTATE APPRAISAL AND CONSULTING SERVICES.**

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. Limit to two (2) pages.
2. Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform the work.
3. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

D. Mandatory Minimum Qualification Documentation

Provide documentation as necessary for the City to verify that the mandatory minimum qualifications in Section 5 have been met. Documentation must be clear and specific.

E. Proposer's Certification

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Each Proposer shall complete the "Proposer's Certification Form", included with this Request for Proposal as Attachment "C", and submit the form with their Proposal. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.

F. General Business Information

Proposals shall provide:

1. Legal Name of Proposer, the address of Proposer's principal place of business, mailing address, phone number, fax number, name of principal in charge, website address, and email address.
2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge.
3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.
4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.
5. Provide the location of the office from which the work is to be performed and the number of professional staff employed at the office.
6. State if the Proposer's business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

G. Proposer's Experience

Proposers must provide the following information:

1. Proposers shall submit a verifiable statement of the Proposer's background and experience providing similar services. Names, addresses, telephone numbers, fax numbers, and e-mail addresses of all references must be provided.

2. If the Proposer does not possess any experience similar to the services required, please provide any pertinent information or experience you feel may qualify you for consideration of award. The statement of experience should be supported by the references listed as Attachment "E", which shall be completed and submitted by the Proposer with its Proposal.
3. Describe the firm's background and experience relating to real estate consulting and/or property management. Provide a list of clients for whom consulting or property management work has been performed.
4. Describe the firm's background and experience relating to appraisal work and/or broker services. Provide a list of clients for whom appraisal or broker services work has been performed.
5. Has the firm worked for other governmental entities? Is the firm an approved vendor for any other governmental agency in Florida? If so, which agencies and when was the firm engaged?
6. Has the firm been involved in previous condemnation work? If so, describe the work and whether it was for a condemning authority or for a property owner.
7. Describe if the firm is familiar with HUD guidelines and requirements for appraisals?
8. Describe the firm's background and experience in representing a client in negotiations for the acquisition or disposition of property.

H. Staff Experience

1. The Proposer shall submit a statement of experience and resumes of the management staff who will be assigned to the project.
2. Attach a summary showing the Proposer's organization and principal staff members who will be involved in the City's engagement. Provide resumes of such principal staff members.
3. List the members of the firm that are state certified appraisers. State their names, type of state certification (general or residential), professional designations, membership in professional organizations, and qualifications.
4. List the members of the firm that are licensed brokers or broker/salespersons. State their names; type of state license, professional designations, membership in professional organizations, and qualifications.
5. Have any members of the firm ever been qualified as an expert witness in Orange County?

I. Financial Stability

1. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.
2. Bankruptcies - The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

J. Fee Schedule

Proposer's price shall be submitted on the "Fee Schedule" form in the format provided. Complete, and return with the Proposal, the "Fee Schedule" form included as Attachment "I".

Proposal should provide a fixed-fee price breakdown for meeting all services requirements and implementing each phase of the Scope of Services as outlined. The fees shall include all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as, but not be limited to, travel, lodging, meals and telephone/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the fee.

There will be no separate reimbursement for such expenses under this total fee/total price arrangement.

Compensation shall be paid upon completion and acceptance of each assignment.

K. Minority/Women-Owned Enterprise Participation in Subcontracts –

Proposer shall provide the required Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment "F."

L. Veteran Business Enterprise Participation in Subcontracts –

Proposer shall provide the required Veteran Business Enterprise Participation form as attached to this RFP as Attachment "G."

M. Additional Information

The proposer shall furnish such additional information as the City of Orlando may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Orlando Police Department.

10.0 DELIVERY OF PROPOSALS:

- 10.1 If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Chief Procurement Officer, at the address listed below. Proposals submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Procurement and Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Procurement and Contracts Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

All Proposals shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below. Sealed Proposals are to be addressed as follows:

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: Karen Elzy
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

10.2 Proposal Binding

All Proposals submitted shall be binding for one hundred eighty (180) calendar days following opening.

10.3 Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

11.0 CONFORMANCE TO SOLICITATION:

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the City's ability to waive minor irregularities without notice or the need to issue a written addendum.

If a Proposer desires to submit a Proposal which, if selected by the City, would require the City to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the City asking the City to amend the requirements of this RFP in the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled "Questions Regarding Solicitation or Proposal Process." If the City, in its discretion, agrees to amend, alter, or waive the requirement, the City shall issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the City is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

12.0 EVALUATION CRITERIA:

An Advisory Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered for each criteria is as follows:

- 1) Experience, qualifications, capacity, abilities, and references of the business and individual members of the business in accomplishing professional services in a timely basis to the particular need requested - This criteria will include, but will not be limited to, evaluation of Proposer's submittal of Proposer's general statement of experience, staff experience, qualifications, capacity, skills, and references as defined in this RFP.
- 2) Responsiveness of the proposal related to the requirements - This criteria will include, but will not be limited to, Proposer's responsiveness to the requirements as defined in this RFP.
- 3) Fee Schedule - This criteria will include, but will not be limited to, evaluation of the fee information submitted in Attachment "I."
- 4) Minority and Women Owned Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment "F."
- 5) Veteran Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment "G."

EVALUATION CRITERIA	
CATEGORY	POINTS
Experience, qualifications, capacity, abilities, and references of the business and individual members of the business in accomplishing professional services in a timely basis to the particular need requested	40
Responsiveness of the proposal related to the requirements	35
Fee Schedule	18
Minority and Women Owned Business Enterprise - The degree of participation by City certified or recognized M/WBE in subcontracts	5
Veteran Business Enterprise participation in subcontracts	2
TOTAL:	100

13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

13.1 Initial Review of Responses

The Procurement and Contracts Division will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.

13.2 Advisory Committee

An Advisory Committee (hereinafter referred to as “the Committee”) consisting of at least five (5) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal. The Committee may utilize City staff and/or consultants who are not members to advise and assist the Committee in its review of the Proposals.

13.3 Presentations

The Committee reserves the right to require oral presentations from and conduct pre-award discussion and/or pre-Contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

13.4 Optional Discussion

At the discretion and in the best interest of the City, the City may conduct discussions with Proposers or seek revision of Proposals from Proposers deemed to be responsible and reasonably acceptable to be selected. Such Proposers will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Revisions may be permitted after submission of Proposal and prior to award of a Contract for the purpose of obtaining best and final offers.

13.5 Award Without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

13.6 Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section entitled "Evaluation Criteria" and submit the proposed rank order to the Chief Procurement Officer after the conclusion of scheduled presentations, if any. Upon approval of the ranking by the Chief Procurement Officer, the Chief Procurement Officer shall post a notice of intended action. The notice of intended action may be obtained by the Proposers as set forth in the section of this RFP titled "Request for Proposal Information."

13.7 Authority to Award

Contracts shall be awarded in accordance with the provisions of the City's Procurement Code, Chapter 7 of the City of Orlando's Code of Ordinances. Award of contracts in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to City Council approval.

13.8 Reserved Rights

The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to readvertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP. The City does not guarantee the award of any Contract as a result of this solicitation process.

GENERAL TERMS AND CONDITIONS

14.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS:

- 14.1 Communications with the City; Prohibited Contacts. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, and any Advisory Committee members or other people or entities providing advice to the City or the Advisory Committee related to this solicitation.

During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives or others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.

- 14.2. Questions. Any questions relative to interpretation of the solicitation or the solicitation process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division on or before the cut-off date for questions as specified in the Proposal Schedule. Any interpretation made to prospective Proposers with respect to questions submitted prior to the cut-off date for questions will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.
- 14.3 Addenda. It will be the responsibility of the Proposer to contact the Procurement and Contracts Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal.
- 14.4 Point of Contact. All communication and contact regarding this solicitation shall be directed to:

Karen Elzy, Senior Purchasing Agent
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2368
Fax: (407) 246-2869
Email: karen.Elzy@cityoforlando.net

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

15.0 ADDITIONAL INFORMATION:

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services.

Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Orlando Police Department.

16.0 ADDENDUM TO REQUEST FOR PROPOSAL:

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Chief Procurement Officer will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposal in Attachment "D" shall be completed and submitted with your Proposal.

17.0 APPLICABLE LAW AND APPEALS:

This Request for Proposal is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: <http://library.municode.com/index.aspx?clientId=13349> or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

18.0 CONTRACT:

The Contract form that the City intends to use for the award is included with this RFP as Attachment "A" for reference. While this draft Contract contains standard legal language and is not routinely modified, any exceptions to this standard Contract should be clearly indicated and Proposer understands that such exceptions may affect the evaluation of the Proposal submittal. Modification or alteration of this Contract shall only be valid if mutually agreed to in writing by the parties.

19.0 EXECUTION OF CONTRACT:

Unless such time is extended by the City, the successful Proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Procurement and Contracts Division, sign and enter into a Contract with the City, and simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

20.0 RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

21.0 FISCAL YEAR FUNDING APPROPRIATION:

21.1 Specified Period

Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

21.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

22.0 PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

23.0 PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

24.0 INVOICES:

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contract or, consultant or other invoicing party shall conform to the following process:

- A. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- B. the amount due, applicable discount(s), and the terms thereof;
- C. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- D. the Purchase Order or Contract number as supplied by the City;
- E. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. in order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the City; and the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

25.0 DISPUTE RESOLUTION:

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

26.0 PROPOSER'S GUARANTEE:

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

27.0 INSURANCE / PERFORMANCE BONDS:

Insurance and/or Performance Bond coverage required by the Contract or terms and conditions as set forth in this Request for Proposal, if any, must be in force throughout the term of the Contract ("Contract Term"). Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination. It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

28.0 FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax. The City's tax exempt number is 85-8015427957C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

29.0 DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a Proposal in response to this Request for Proposal, the Proposer is certifying that their company is a drug-free workplace in accordance with Florida Statute §287.087.

30.0 AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

31.0 RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Request for Proposal is by a Proposer whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Proposer having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties).

Such preference shall be equal to the preference granted by the area in which the most responsive and responsible vendor has its principal place of business.

32.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded Proposer, the submission of any Proposal in response to this Request for Proposal constitutes a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal.

33.0 FOREIGN CORPORATION:

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State. Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Orlando.

34.0 SUBCONTRACTORS:

The Proposer shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified sub-contractor, which is approved in advance by the City. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

35.0 PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- Reduction of payment time
- Payment within 48-72 hours
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts

- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, the City encourages all vendors to accept the VISA ePayable solution.

36.0 LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3, Covered Service Contractors, as well as their subcontractors, shall pay to all of their employees providing Covered Services pursuant to a Contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the Contract and/or preclusion from future City Contracts at the sole option of the City.

This provision shall apply to all bid and Proposal awards for services, which involve City expenditures that exceed \$100,000.00 per year. More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

A copy of the City's Living Wage Policy can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/purchasing/161_3.pdf. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division Office.

37.0 SOFTWARE LICENSES:

If this procurement involves the purchase of software products, then the following language is hereby incorporated: The software products to be purchased or subsequently licensed hereunder shall contain no computer viruses, other 'containments', including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser's computer system.

38.0 GOVERNING LAW / VENUE:

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the state of florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, contractor shall comply with florida public records laws, including sections 119.0701(2) (a) through (d) of the florida statutes. Any litigation arising out of this contract shall be commenced in the state and federal courts of orange county, florida.

ATTACHMENT "A"



THE CONTRACT

CONTRACT

THIS CONTRACT ("Contract"), effective as of the ____ day of _____, 2014, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth. Except as otherwise specified herein or in the Request for Proposal, the Contractor shall perform the Work in accordance with Contractor's Proposal to the City, attached hereto as Exhibit "B" and incorporated herein by this reference, and shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit "A" (the RFP) and Exhibit "B" (Contractor's Proposal);
2. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract;
3. City's Request for Proposal (Exhibit "A"); and
4. Contractor's Proposal (Exhibit "B").

III. TERM OF CONTRACT

The period of this Contract shall be for three (3) years, beginning on _____, and ending on _____. This Contract may, by mutual written assent of the parties, be extended for one (1) additional three (3) year period or portions thereof, up to a cumulative total of six (6) years.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract or an Addendum hereto, will remain firm for the term of the Contract or Addendum.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY
CONTRACT NUMBER AS STATED HEREIN.**

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

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

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors.

Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

- a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory

Employer's Liability: \$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single

Property damage: limit each occurrence

- (iii) Commercial General Liability. This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

H. Acceptance

The City will be deemed to have accepted the Work after the City’s Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

I. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract.

The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

M. Extra Work

1. Requested by City

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Agreement price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

N. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.

- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- G. This Contract is considered a non-exclusive Contract between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____
Chief Procurement Officer

Date: _____, 2014

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2014

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

Name & Title, Typed or Printed

CORPORATE SEAL

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

Email Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as the _____, on behalf of _____

He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this _____ day of _____, 2014.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

EXHIBIT "A"

REQUEST FOR PROPOSAL

EXHIBIT "B"

**CONTRACTOR'S PROPOSAL AND ANY
AMENDMENTS THERETO**

ATTACHMENT "B"



**PRE-PROPOSAL CONFERENCE
ATTENDANCE NOTIFICATION FORM**

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A Non-Mandatory Pre-Proposal Conference will be held at the **Offices of the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on May 21, 2014 at 10:00 a.m., Local Time, City of Orlando, FL.**

Please return this form by: Tuesday, May 20, 2014.

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached using the form attached to this Request for Proposal, titled "Written Question(s)."

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

Title

Name of Company

Date

ATTACHMENT "C"



PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY: _____

this _____ day of

SIGNATURE

_____, 2014

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

DUNS Number: _____

Company Tax ID # _____
(The City only requires Company Tax Id numbers. The City is not requesting individual social security numbers.)

E-MAIL ADDRESS

ATTACHMENT "D"



ADDENDUM RECEIPT VERIFICATION

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS
THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE
CAUSE FOR REJECTION OF THE PROPOSAL.**

Company

Signature

Title

ATTACHMENT "E"



REFERENCES

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

ATTACHMENT “F”



**MINORITY/WOMEN-OWNED BUSINESS
ENTERPRISE PARTICIPATION**

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN SUBCONTRACTS

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (M/WBE).

1. Policy:

It is the policy of the City of Orlando that MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of City subcontracts. As used in this RFP, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified or recognized by the City as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, and American Indians. As used in this RFP, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified or recognized by the City as a WBE. The women ownership must exercise actual day-to-day management and independent control. **Only those companies which are certified or recognized by the City on or before the date set for submittal of proposals may be utilized to meet the goals established by Chapter 57.** A listing of certified and recognized M/WBE's is available at:

<http://www.cityoforlando.net/admin/mbe/directory.htm>.

2. Submittal:

Proposals will be evaluated on the basis of MBE and WBE participation in subcontracts. Proposers are asked to complete the attached MBE/WBE Utilization Schedule listing the MBE and WBE firms to which work will be subcontracted, a description of the work being subcontracted, and the estimated percentage of the work being subcontracted to each MBE or WBE subcontractor. **Please note that even if your company as the Proposer to be the prime contractor on this work is currently a City certified or recognized MBE or WBE firm, the attached MBE/WBE Utilization Schedule should still be completed as points will be awarded based upon a Proposer's ability to meet the City's subcontracting goals for MBE and WBE participation. Work that is self performed by a Proposer that is an M/WBE firm shall not be listed as Proposers are not subcontractors.** The extent and meaningfulness of such participation will be reviewed. Submittals should be very specific and clearly document MBE/WBE participation. In order to receive points, the participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

3. Reports:

The successful Proposer shall submit periodic reports of participation by minority and women-owned businesses in such form and manner and at such times as the City or the M/WBE Official may prescribe. Monthly status reports shall be provided to the M/WBE Official at the request of the MBE Office.

At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by City certified or recognized MBE and WBE firms and the percentage of work subcontracted to each.

If the successful Proposer fails to achieve the subcontracting participation percentages set forth in their proposal, the successful Proposer shall state the reason for such failure in its report to the City. For continuing contracts, the successful Proposer shall also submit such a report on an annual basis within (30) days of the anniversary date of the contract and upon expiration or termination of the contract. In the event that a successful Proposer fails to provide an explanation acceptable to the City as to why it was not able in good faith to achieve the anticipated level of MBE/WBE participation set forth in its proposal, the City may consider such failure in evaluating future responses to solicitations from the Proposer and in determining whether to renew any ongoing contracts with the Proposer. The MBE Office shall have the right to review and audit records, receipts and documents maintained by the Proposer, upon reasonable notice.

4. Plan Changes:

Any deviation from the proposed MBE/WBE participation by the successful Proposer must be reported to and approved in writing by the M/WBE Official. Deviations shall only be allowed for good cause. Failure to comply shall result in the City imposing penalties on the successful Proposer; such penalties may include suspension or debarment from obtaining future City contracts.

5. Miscellaneous:

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of Chapter 57 of the City Code and contract terms. No right of action for non-signatories of the Contract is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the City Code and the Contract. For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprises Office
City Hall at One City Commons, 5th Floor
400 South Orange Avenue
Orlando, Florida 32801-3302
Telephone: (407) 246-2623

For the City's information, if your company is currently certified or recognized, please enter the certification number and the expiration date in spaces provided below or submit with your Proposal a copy of the notification received from the City stating that your company is recognized by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

MBE/WBE UTILIZATION SCHEDULE

MBE UTILIZATION

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %
4.		_____ %

TOTAL MBE _____ %

WBE UTILIZATION

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %

TOTAL WBE _____ %

ATTACHMENT "G"



**VETERAN BUSINESS ENTERPRISE
PARTICIPATION FORM**

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

For purposes of this solicitation, respondents may receive two (2) points for participation in their proposal by one or more qualifying Veteran Business Enterprises as subcontractors. Such points will be awarded as follows:

Two (2) points shall be awarded for listing below one or more qualifying VBE subcontractors which Respondent intends to use on the Contract to perform useful business functions.

In order for a respondent to receive credit for listing a VBE subcontractor, the subcontractor for which credit is sought must have its principal place of business in the Metropolitan Statistical Area ("Orlando MSA") (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

In accordance with City Code, a subcontractor that is both a qualifying VBE and a City certified or recognized Minority Business Enterprise ("MBE") or Woman Owned Business Enterprise ("WBE") may not receive scoring consideration for more than one status. Accordingly, a respondent should list an eligible subcontractor on either the M/WBE Participation Form or the VBE Participation Form, but not both forms. In the event that a respondent mistakenly lists a qualifying VBE subcontractor who is also a City certified or recognized MBE or WBE firm for consideration for scoring as both a VBE and as a MBE or WBE subcontractor in its proposal, the listed VBE subcontractor shall not receive scoring credit as a VBE, but shall be evaluated only as an MBE or WBE firm as part of the scoring evaluation.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

Respondents awarded a contract shall submit periodic reports of participation by VBE firms in such form and manner and at such time as the City or the City's Minority Business Enterprise (MBE) Director may prescribe. At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by VBE firms and the percentage of work subcontracted to each. The City shall have the right to review and audit records, receipts, and documents upon reasonable notice.

If Respondent is proposing to utilize any VBE subcontractors which are currently certified by the State of Florida Department of Management Services and have their principal place of business in the Orlando MSA, please enter the name of the subcontractor, the subcontractor's VBE certification number and the address of the principal place of business of the VBE. **Work that is self performed by a respondent that is a VBE firm shall not be listed below as respondents are not subcontractors and, as stated above, VBE participation points for this solicitation are being awarded for participation by VBE firms in subcontracting.**

VBE Subcontractor's Name:	VBE Subcontractor's Principal Place of Business	Description of Work to be Performed:	Florida DMS Certification Number :
1.			
2.			
3.			

ATTACHMENT “H”



**QUESTIONS REGARDING SOLICITATION
OR PROPOSAL PROCESS FORM**

WRITTEN QUESTIONS



Any questions about the RFP or the solicitation process must be received by the City in writing by the cut-off date for questions set forth in the RFP. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Any questions received after the cut-off date for questions as set forth in the RFP will not be considered. Please submit all questions to the Purchasing Agent as identified in this Request for Proposal.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: RFP14-0012 DATE SUBMITTED: _____

SOLICITATION TITLE: REAL ESTATE APPRAISAL AND CONSULTING SERVICES

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT NAME: _____ PHONE: _____

1. _____

2. _____

3. _____

4. _____

5. _____

ATTACHMENT "I"



FEE SCHEDULE FORM

Proposers Name: _____

FEE SCHEDULE

The Request for Proposal for Real Estate Appraisal and Consulting services unit cost amounts specified herein are for work which includes all prices for appraisal services, including residential, commercial and condemnation work, and real estate consulting services. Additional services needed may include such services as representing the city in negotiations for acquisition or disposition of property, managing rental units, advising staff of various options.

Provide rates by description of the related services for the anticipated estimated quantities. The hourly rates are inclusive of all costs and administrative fees and are submitted to establish the hourly rates to be charged for individual projects. The City will request a quotation for each project at the time services are needed. No work shall commence until a firm "not to exceed" price has been established and accepted in writing by the City of Orlando. The City is not obligated to engage any minimum or maximum hours during the life of a contract resulting from this solicitation.

APPRAISAL AND CONSULTING SERVICES					
Item	Estimated Quantity	Unit	Description	Rate	Total
1.	100	Per Hr	Appraisal Services (per hour)	\$	\$
2.	100	Per Hr	Consulting Services (per hour)	\$	\$
3.	100	Per Hr	Expert Witness (per hour)	\$	\$
4.	100	Per Hr	Associate Fee (per hour)	\$	\$
Subtotal for Appraisal and Consulting Services:					\$
BROKERAGE AND PROPERTY MANAGEMENT SERVICES					
5.	Property Management Fee: Scenario: \$12,000.00 (total annual amount of rental revenue) x _____ % (proposed rate) =				\$ _____ (annual fee).
6.	Commission Rate (percentage of sale for property acquisitions or dispositions for residential): Scenario: \$200,000.00 (sales price) x _____ % (proposed rate) =				\$ _____ (annual fee).
7.	Commission Rate (percentage of sale for property acquisitions or dispositions for commercial): Scenario: \$1,000,000.00 (sales price) x _____ % (proposed rate) =				\$ _____ (annual fee).
Subtotal for Brokerage and Property Management Services:					\$
TOTAL ESTIMATED ANNUAL COST:					\$

Proposer may attach an additional fee schedule if their rates vary according to sale price or if Proposer offers additional services.

Company Name (printed)

Authorized Signature

Printed Name

Date



CITY OF ORLANDO

May 30, 2014

MEMORANDUM

TO: All Proposers

FROM: Karen Elzy, Senior Purchasing Agent

SUBJECT: Request for Proposal for Real Estate Appraisal and Consulting Services
Transmittal of Addendum No. One (1)
RFP14-0012

This Addendum is being issued to answer written questions submitted to date, and to amend the solicitation accordingly.

A. WRITTEN QUESTION RECEIVED:

Question One (1):

Section 5.1 & Item 9.0-D, Mandatory Minimum Qualification Documentation will the "For Profit Corporation Annual Report for years 2010-2014 accessed on the FL. Dept. of State Division of Corp. (Sunbiz.org) and the Firm License Status as provided on myfloridalicense.com be sufficient for the requirements for these items?

Answer One (1):

No, the Annual Report and license status does not provide sufficient enough documentation to demonstrate that the minimum requirement is met. Minimally you should state or show you have been actively engaged in similar services for the last five years by providing a list of clients, experience, projects worked on, etc.

Per 5.1, in your response state or show you have been active in business performing similar services the past five years.

Per 5.2, in your response state or provide a copy of licenses as required by the State of Florida.

Question Two (2):

Does the City have a list of all owned and leased real estate holdings, including vacant land, acreage, square footage and location that it can provided?

Answer Two (2):

This is an extensive list. A list of all City-owned property can be obtained from the Orange County Property Appraiser site. It is not expected that a proposer would need this information, as services requested by the RFP do not impact all City-owned property.

Question Three (3):

Section 9.0.G. & H.: What is meant by "Statement of Experience"?

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

Answer Three (3):

The proposer's experience will be supported by addressing Section 9, G. 1-8. The proposer's staff experience will be supported by addressing Section 9, H 1-5.

Question Four (4):

Section 9.0.G.3: What is meant by "Property Management"? Asking for the City to define (e.g. facilities management) since Property Management is not listed in the Scope of Services.

Answer Four (4):

Property Management could mean performing tasks for individual projects such as property inspections, maintaining property, mowing, etc. The City's Facilities Department maintains or contracts separately for maintenance of most City facilities.

Question Five (5):

Section 13.2: We respectfully request a list of the consultants.

Answer Five (5):

The Advisory Committee has not yet been established, and the use of consultants has not been determined.

FINAL COMMENT:

Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date and time for questions from Respondents set forth on page 6 of the Request for Proposal will not be given any consideration. (See Section 14 on Pages 16 and 17 of the solicitation package.) Please remember that you are to base your proposal on the original solicitation package plus any (and all) subsequent Addendum (or addenda) issued.

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

In other respects, except as specifically stated above, the subject Request for Proposal remains unchanged.

SIGNATURE PAGE

Proposers are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their proposal. Failure to do so may subject the proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

NAME OF BUSINESS

BY: _____
SIGNATURE/DATE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITIES, STATE, ZIP CODE

() _____
AREA CODE AND TELEPHONE NUMBER



CITY OF ORLANDO

June 4, 2014

MEMORANDUM

TO: All Proposers

FROM: Karen Elzy, Senior Purchasing Agent

SUBJECT: Request for Proposal for Real Estate Appraisal and Consulting Services
Transmittal of Addendum No. Two (2)
RFP14-0012

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. EXTENSION IN RFP OPENING DATE:

The RFP opening date for this solicitation has been extended as stated below:

FROM:

Wednesday, June 04, 2014 at 2:00 p.m., Local Time, Orlando, FL

TO:

Wednesday, June 18, 2014 at 2:00 p.m., Local Time, Orlando, FL

B. Cut-off date for Questions by Respondents is hereby changed to June 8, 2014 at 5:00 p.m., Local Time

C. FINAL COMMENT:

Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date and time for questions from Respondents set forth on page 6 of the Request for Proposal will not be given any consideration. (See Section 14 on Pages 16 and 17 of the solicitation package.) Please remember that you are to base your proposal on the original solicitation package plus any (and all) subsequent Addendum (or addenda) issued.

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

PROCUREMENT AND CONTRACTS DIVISION

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THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

In other respects, except as specifically stated above, the subject Request for Proposal remains unchanged.

SIGNATURE PAGE

Proposers are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with their proposal. Failure to do so may subject the proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

NAME OF BUSINESS

BY:

SIGNATURE/DATE

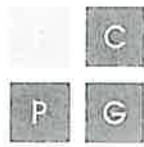
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITIES, STATE, ZIP CODE

()

AREA CODE AND TELEPHONE NUMBER



FIRST CAPITAL
Property Group, Inc.

June 3, 2014

Karen Elzy
Senior Purchasing Agent
City of Orlando
400 S. Orange Ave – Fourth Floor
Orlando, FL 32801-3302

Re: Request for Proposal for Real Estate Appraisal and Consulting Services
RFP14-0012

Dear Ms. Elzy:

First Capital Property Group, Inc. is extremely pleased to respond to the Request for Proposal. It is understood that more than one company may be selected to cover all the real estate services designated by the City's Real Estate Department.

First Capital Property Group, Inc. has had the pleasure of providing real estate services to the City of Orlando for almost fourteen years. We are confident that our firm has brought creative solutions to complex issues. We look forward to a continued relation if selected.

Our firm is a full service real estate company providing the following services to our clients:

- Property Management (Commercial & Residential)
- Leasing
- Brokerage (Acquisition & Disposition)
- Consulting
- Expert Witness
- Property Accounting

I am the owner of the firm and have over 30 years of experience in all facets of commercial real estate. I am the only authorized representative related to this Request for Proposal. Thank you for your consideration.

Sincerely,

Charles J. Mitchell, Jr., CPM, CCIM
President

CONTRACT

THIS CONTRACT ("Contract"), effective as of the 19 day of November, 2014, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and First Capital Property Group, Inc., hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth. Except as otherwise specified herein or in the Request for Proposal, the Contractor shall perform the Work in accordance with Contractor's Proposal to the City, attached hereto as Exhibit "B" and incorporated herein by this reference, and shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work. This Contract is for Fee Schedule items 5 through 7, Brokerage and Property Management Services.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit "A" (the RFP) and Exhibit "B" (Contractor's Proposal);
2. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract;
3. City's Request for Proposal (Exhibit "A"); and
4. Contractor's Proposal (Exhibit "B").

III. TERM OF CONTRACT

The period of this Contract shall be for three (3) years, beginning on September 22, 2014, and ending on September 21, 2017. This Contract may, by mutual written assent of the parties, be extended for one (1) additional two (2) year period or portions thereof, up to a

cumulative total of five (5) years.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract or an Addendum hereto, will remain firm for the term of the Contract or Addendum.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

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

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors.

Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. **Insurance.**

- a. **General Insurance Requirements.** Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. **Subcontractors.** Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory

Employer's Liability: \$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single

Property damage: limit each occurrence

- (iii) Commercial General Liability. This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

H. Acceptance

The City will be deemed to have accepted the Work after the City’s Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

I. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract.

The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

M. Extra Work

1. Requested by City

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Agreement price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

N. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.

- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- G. This Contract is considered a non-exclusive Contract between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: November 18, 2014

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed
Date: November 19, 2014

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR
By: [Signature]
Signature
Charles J. Mitchell, Jr.
Name & Title, Typed or Printed

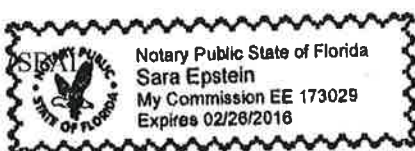
CORPORATE SEAL

First Capital Property Group, Inc.
Name of Company, Corp., etc.
1516 E. Hillcrest St. #210
Mailing Address
ORLANDO, FL 32803
City, State and Zip
407-872-0209
Area Code/Telephone Number
cmitchell@fcpg.com
Email Address

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of September 2014, by Charles J. Mitchell, as the president, on behalf of First Capital Property Group, Inc.
He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this _____ day of _____, 2014.



[Signature]
Signature of Person Taking Acknowledgment
Sara Epstein
Typed, Printed or Stamped Name of Person
Taking Acknowledgment

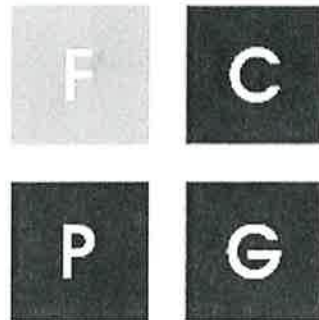
My Commission Expires: 2/26/2016

EXHIBIT "A"

REQUEST FOR PROPOSAL

EXHIBIT "B"
**CONTRACTOR'S PROPOSAL AND ANY
AMENDMENTS THERETO**

REQUEST FOR PROPOSAL



FIRST CAPITAL
Property Group, Inc.

www.FCPG.com

- RFP14-0012 -

REQUEST FOR PROPOSAL FOR REAL ESTATE APPRAISAL AND CONSULTING SERVICES

Charles J. Mitchell, Jr. CPM, CCIM
407-872-0209
cmitchell@fcpg.com

1516 E. Hillcrest St. Suite 210
Orlando, FL 32803

June 3, 2014

TABLE OF CONTENTS

9.0 Information Required of Proposer

9.A	Title Page	1
9.B	Table of Contents	2
9.C	Letter of Transmittal	3
9.D	Mandatory Minimum Qualification Documentation	3
9.E	Proposer's Certification	3
9.F	General Business Information	3
9.G	Proposer's Experience	3-6
9.H	Staff Experience	6-7
9.I	Financial Stability	7
9.J	Fee Schedule	7
9.K	Minority/Women-Owned Enterprise Participation in Subcontracts – N/A	7
9.L	Veteran Business Enterprise Participation in Subcontracts	7
9.M	Additional Information	7

Attachment C Proposer's Certification

Attachment D Addendum Receipt Verification

Attachment E References

Attachment I Fee Schedule

Exhibit A Copies of Licenses

Exhibit B Resumes

Exhibit C Organization Chart

9.0 **Information Required of Proposer**

9.C **Letter of Transmittal**

Attached to front of the RFP.

9.D **Mandatory Minimum Qualification Documentation**

Provided in Letter of Transmittal, licenses, professional qualifications and references.

9.E **Proposer's Certification**

Enclosed is the Proposer's Certification

9.F **General Business Information**

9.F.1 First Capital Property Group, Inc. located at 1516 E. Hillcrest Street Suite 210 Orlando, FL 32803. The phone number is 407-872-0209. The fax number is 407-426-8542. Charles J. Mitchell, Jr. is the principal in charge and his email address is cmitchell@fcpg.com. The website is www.fcpg.com.

9.F.2 Charles J. Mitchell, Jr. CPM, CCIM and Trent Scott are the individuals in charge of the services provided. Trent can be reached at the same location as Charles Mitchell and his email address is tscott@fcpg.com

9.F.3 First Capital Property Group is an "S" corporation with headquarters in Orlando, Florida providing real estate services in Central Florida. First Capital Property Group was organized and incorporated October 1, 1995 in Orlando, Florida.

9.F.4 First Capital Property group is not a parent or subsidiary in a group of firms/agencies.

9.F.5 The work to be done will be coordinated at First Capital Property Group's main office at located at 1516 E. Hillcrest Street, Suite 210 Orlando, FL 32803. There is 14 staff members located at the office.

9.F.6 First Capital Property Group is licensed & permitted to do business in the State of Florida. See Attached licenses.

9.G **Proposer's Experience**

9.G.1 Charles (Chuck) J. Mitchell, Jr. has over 30 years of experience in commercial real estate activities in Central Florida, including leasing/sales, property management, asset management, development, loan workouts and expert witness. He is co-founder and President of First Capital

Property Group, Inc., a full service commercial real estate company. Prior to First Capital Property Group, he served as Vice President of CNL Properties, an affiliate of CNL Group, Inc., a multi-billion dollar real estate company. Other previous employment includes Vice President and General Manager at Morley Properties, Inc. as well as a Surface Warfare Officer in the United States Navy.

Trent Scott began his real estate career in 2007 in Orlando, Florida with First Capital Property Group. He began learning from area real estate veteran Chuck Mitchell, initially focused on real estate market research and special projects. It was natural progress to shift his focus toward serving clients and investors in the area of real estate investments and analysis.

Since he started at First Capital, he has undertaken a wide range of projects with a variety of public and private clients. His exposure to nearly all aspects of the real estate cycle, including management, leasing, consulting, syndication, and acquisition & disposition, combined with market knowledge gained, has provided him a unique understanding of the critical factors in real estate investment.

9.G.2 N/A

- 9.G.3 First Capital Property Group, Inc. was founded in October 1995 by Charles J. Mitchell, Jr. CPM, CCIM and David R. Pierce CPM, CCIM. The original team was all former employees of CNL Properties, Inc. Mr. Pierce retired in 2006. He has been active in the real estate community with active involvement with associations that include the Central Florida Commercial Association of Realtors, the CCIM Institute and the Institute of Real Estate Management.

First Capital Property Group, Inc. currently has over 1.5 million square feet of office, retail, and industrial under management. In addition, First Capital Property Group manages over 800 association units, primarily in the city of Orlando. During the last 10 years, First Capital Property Group has been involved as a broker in over \$50,000,000 in real estate transactions.

First Capital Property Group performs the accounting for over 40 real estate entities, with banking relationships with 6 different financial institutions.

- 9.G.4 First Capital Property Group, Inc. provides broker services, but does not provide appraisal services. Its brokerage experience is very broad. First Capital Property Group and/or its principal have provided brokerage services for the following partial list of clients:

- IDS Financial Services

- Orlando-Orange County Expressway Authority (OCCEA)
- Central Associates No. 1
- Mooring Financial
- Central Florida Regional Transportation Authority (LYNX)
- City of Orlando
- Ronald Blue & Company
- Orlando Sentinel
- Reformed Theological Seminary
- 122 Colonial LLC
- 1516 Hillcrest Ltd.
- Pine Ridge Apartments Ltd.
- Belhaven College
- Orlando Grace Church, Inc.
- Metropolitan Bureau of Investigations
- Tampa Interstate Partners, Ltd.

9.G.5 First Capital Property Group, Inc. and/or Mr. Mitchell has provided Real Estate Brokering and/or management services to the following government entities:

- Orange County – Facility Maintenance
- City of Orlando – Brokerage, Consulting, & Management
- LYNX – Consulting and Brokerage
- Orlando Orange County Expressway Authority (OCCEA) – Brokerage
- State of Florida – Management (Landlord)
- Resolution Trust Corp – Brokerage and Management
- Community Coordinated Care for Children (4C) – Brokerage
- Metropolitan Bureau of Investigations - Brokerage

9.G.6 First Capital Property Group, Inc. has no experience in condemnation work.

9.G.7 Because First Capital Property Group, Inc. does not perform appraisal services; it is not currently familiar with HUD guidelines.

9.G.8 First Capital Property Group, Inc. has extensive experience in representing clients in negotiations for acquisition and disposition of properties. In the vast majority of cases, First Capital Property Group was the “point man” in negotiating business terms for its clients. With over 30 years of experience in real estate, the principal of First Capital Property Group has been personally involved in almost every type of real estate transaction.

In the last 20 years, First Capital Property Group has negotiated the following transactions for its clients:

- Winter Park Business Center sale to America Industrial REIT - \$10,100,000
- City of Orlando transactions (25) - \$8,504,150.00
- Marble Arcade JV sale to Mid-Florida Credit Union - \$2,380,000
- Maitland Research Center sale to Geneva College - \$3,000,000
- Tampa Interstate Partners, Ltd. sale to First Industrial REIT - \$5,140,000
- Southern Partners, Ltd. sale to GAI Consultants - \$2,050,000
- 1516 Hillcrest Plaza sale to 1516 Hillcrest Ltd. - \$1,500,000
- 122 E. Colonial sale to 122 Colonial LLC - \$900,000
- Pine Ridge Apartments sale to Pine Ridge Apartments LLC - \$850,000
- Artesia Capital sale to Convenience Arena, Inc. - \$835,000
- Approximately two hundred various lease transactions

In addition to negotiating, First Capital Property Group has vast experience in administering the following other issues related to acquisitions and dispositions:

- Due Diligence coordination
- Engineering inspections
- Phase I surveys
- Boundary surveys
- Title work
- Lease analysis
- Operating expense/CAM reconciliation
- Estoppel Letters
- Lender coordination

9.H Staff Experience

9.H.1 Resumes the management staff who will be assigned to the project (Exhibit B)

9.H.2 See the attached organizational chart and resumes of principal staff members (Exhibit C)

9.H.3 There are no certified appraisers at First Capital Property Group, Inc.

9.H.4 First Capital Property Group, Inc. has two licensed real estate broker and five real estate salespersons.

Brokers

Charles J. Mitchell, Jr. CPM, CCIM
Chris Fojo, CCIM

Salespersons

Trent Scott
Catherine Mallory - RPA, LCAM (Boma)
Jean-Paul Beaulieu, LCS (ICSC)
Dan Van Nada (NAIOP)
Lindsay North

9.H.5 Charles J. Mitchell, Jr. CPM, CCIM has some courtroom testimony experience both as an Expert Witness and a Court Appointed Receiver.

9.I Financial Stability

First Capital Property Group, Inc. is financially secure.

9.J Fee Schedule

See Attachment "I"

9.K Minority/Women-Owned Enterprise Participation in Subcontracts

N/A

9.L Veteran Business Enterprise Participation in Subcontracts

N/A

9.M Additional Information

N/A

ATTACHMENT "C"



PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

First Capital Property Group, Inc.
NAME OF BUSINESS

BY: [Signature]
SIGNATURE

Charles J. Mitchell Jr. President
NAME & TITLE, TYPED OR PRINTED

1516 E. Hillcrest St. #210
MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Orlando, FL 32803
CITY, STATE, ZIP CODE

407 872-0209
TELEPHONE NUMBER

(407) 426-8542
FAX NUMBER

cmitchell@fcpg.com
E-MAIL ADDRESS

Sworn to and subscribed before me

this 2 day of
June, 2014

[Signature]
Signature of Notary

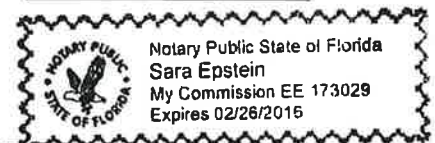
Notary Public, State of Florida
Personally Known

-OR-
Produced Identification

Type: _____

DUNS Number: _____

Company Tax ID # 59-3334355
(The City only requires Company Tax Id numbers. The City is not requesting individual social security numbers.)



ATTACHMENT "D"



ADDENDUM RECEIPT VERIFICATION

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>MAY 30, 2014</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

<u>FIRST CAPITAL PROPERTY GROUP, INC.</u>	
Company	
<u>Charles J Mitchell Jr.</u>	Charles J Mitchell Jr.
Signature	
<u>President.</u>	
Title	

SIGNATURE PAGE

Proposers are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their proposal. Failure to do so may subject the proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

First Capital Property Group, Inc
NAME OF BUSINESS
BY: Charles J Mitchell Jr. 6-3-14
SIGNATURE/DATE
Charles J Mitchell Jr. President
NAME & TITLE, TYPED OR PRINTED
1516 E Hillcrest St. #210
MAILING ADDRESS
Orlando, FL 32803
CITIES, STATE, ZIP CODE
407 872-0209
AREA CODE AND TELEPHONE NUMBER

ATTACHMENT "E"



REFERENCES

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:	
Project Name: <u>ROBINSON Fire Station</u>	
Type of Project/Service: <u>Acquisition</u>	
Address: <u>1200 W Robinson St. Orlando, FL</u>	
Contracting Agency/Client: <u>City of Orlando</u>	
Contact Name and Phone #: <u>Laurie Botts 407-246-2653</u>	
Contact Email Address and Fax #: <u>Laurie.Botts@CityofOrlando.net</u>	
Contract Amount: <u>\$1,200,000</u>	Date Work Performed: <u>JAN 2014</u>

Project #2:	
Project Name: <u>Villages at Hunters Creek</u>	
Type of Project/Service: <u>Disposition</u>	
Address: <u>13538 Village Park Drive, Orlando, FL</u>	
Contracting Agency/Client: <u>Excelsior Capital Partners</u>	
Contact Name and Phone #: <u>Nate Cann 720-836-6504</u>	
Contact Email Address and Fax #: <u>NCANN@Excelcp.com</u>	
Contract Amount: <u>\$1,250,000</u>	Date Work Performed: <u>May 2014</u>

Project #3:	
Project Name: <u>Cypress Station</u>	
Type of Project/Service: <u>Disposition (REO)</u>	
Address: <u>5535 Cypress Gardens Blvd Winter Haven, FL</u>	
Contracting Agency/Client: <u>First Southern Bank 904-296-7566</u>	
Contact Name and Phone #: <u>Lee Wedekind</u>	
Contact Email Address and Fax #: <u>lwedekind@firstsouthernbank.com</u>	
Contract Amount: <u>\$2,300,000</u>	Date Work Performed: <u>NOV 2012</u>

Project #4:	
Project Name: <u>Vue Condo</u>	
Type of Project/Service: <u>Disposition</u>	
Address: <u>150 E. Robinson</u>	
Contracting Agency/Client: <u>Metropolitan Bureau of Investigations</u>	
Contact Name and Phone #: <u>Joe Cocchiarella 407-836-9701</u>	
Contact Email Address and Fax #: <u>jcocchiarella@S109.com</u>	
Contract Amount: <u>\$650,350</u>	Date Work Performed: <u>MARCH 2013</u>

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

ATTACHMENT "I"



FEE SCHEDULE FORM

Proposers Name: First Capital Property Group, Inc.

FEE SCHEDULE

The Request for Proposal for Real Estate Appraisal and Consulting services unit cost amounts specified herein are for work which includes all prices for appraisal services, including residential, commercial and condemnation work, and real estate consulting services. Additional services needed may include such services as representing the city in negotiations for acquisition or disposition of property, managing rental units, advising staff of various options.

Provide rates by description of the related services for the anticipated estimated quantities. The hourly rates are inclusive of all costs and administrative fees and are submitted to establish the hourly rates to be charged for individual projects. The City will request a quotation for each project at the time services are needed. No work shall commence until a firm "not to exceed" price has been established and accepted in writing by the City of Orlando. The City is not obligated to engage any minimum or maximum hours during the life of a contract resulting from this solicitation.

APPRAISAL AND CONSULTING SERVICES					
Item	Estimated Quantity	Unit	Description	Rate	Total
1.	100	Per Hr	Appraisal Services (per hour)	\$ N/A	\$ N/A
2.	100	Per Hr	Consulting Services (per hour)	\$ 150 ⁰⁰	\$
3.	100	Per Hr	Expert Witness (per hour)	\$ 225 ⁰⁰	\$
4.	100	Per Hr	Associate Fee (per hour)	\$ 90 ⁰⁰ - 50 ⁰⁰	\$
Subtotal for Appraisal and Consulting Services:					\$
BROKERAGE AND PROPERTY MANAGEMENT SERVICES					
5.	Property Management Fee: Scenario: \$12,000.00 (total annual amount of rental revenue) x 3.5% (proposed rate) =				\$ (annual fee).
6.	Commission Rate (percentage of sale for property acquisitions or dispositions for residential): Scenario: \$200,000.00 (sales price) x 3.5% (proposed rate) =				\$ (annual fee).
7.	Commission Rate (percentage of sale for property acquisitions or dispositions for commercial): Scenario: \$1,000,000.00 (sales price) x 3% (proposed rate) =				\$ (annual fee).
Subtotal for Brokerage and Property Management Services:					\$
TOTAL ESTIMATED ANNUAL COST:					\$

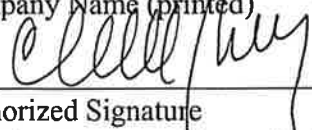
**Request for Proposal for Real Estate Appraisal and
Consulting Services**

Request for Proposal RFP14-0012

Proposer may attach an additional fee schedule if their rates vary according to sale price or if Proposer offers additional services.

First Capital Property Group, INC

Company Name (printed)



Authorized Signature

Charles J. Mitchell Jr.

Printed Name

5/30/14

Date

EXHIBIT "A"
Copies of Licenses

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER

CQ1004232

The CORPORATION
Named below HAS REGISTERED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2016



FIRST CAPITAL PROPERTY GROUP INC
1516 E HILLCREST ST STE 210
ORLANDO FL 32803



ISSUED: 01/26/2014 SEQ # L1401260002329
DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER

BK415212

The BROKER
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: SEP 30, 2015



MITCHELL, CHARLES JOSEPH JR
1516 E HILLCREST ST STE 210
ORLANDO FL 32803



RICK SCOTT
GOVERNOR

ISSUED: 09/12/2013 SEQ # L1309120002378
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

**ECONOMIC DEVELOPMENT
PERMITTING SERVICES**

LOCAL BUSINESS TAX RECEIPT

(Formerly known as "Business License," changed per state law HB1269-2006)

Issued Date: 10/01/2013

Expiration Date: 09/30/2014

Case Number:

BUS0008976-003

Business Name

CHARLES J MITCHELL JR/FIRST
1516 E HILLCREST ST
SUITE 210
ORLANDO, FL 32803

Business Owner

FIRST CAPITAL PROPERTY GROUP INC

Business Location:

1516 Hillcrest St

Business Type(s):

PROFES 8006 REAL ESTATE BROKER

Fees:

Administration Fee

20.06

2014 Business Tax

140.25

Total Paid:

\$130.25

CITY OF ORLANDO

2013-2014

**ECONOMIC DEVELOPMENT
PERMITTING SERVICES**

LOCAL BUSINESS TAX RECEIPT

(Formerly known as "Business License," changed per state law HB1269-2006)

Issued Date: 10/01/2013

Expiration Date: 09/30/2014

Case Number:

BUS0008976-004

Business Name

FIRST CAPITAL PROPERTY GROUP INC
1516 E HILLCREST ST
SUITE #210
ORLANDO, FL 32803

Business Owner

FIRST CAPITAL PROPERTY GROUP INC

Business Location:

1516 Hillcrest St

Business Type(s):

BUSOFF 9990 BUSINESS OFFICE

Fees:

Administration Fee

20.06

2014 Business Tax

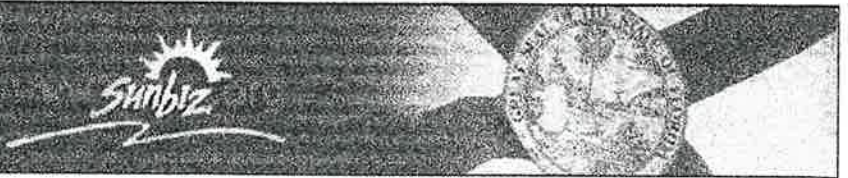
275.62

Total Paid:

\$295.62

LOCAL BUSINESS TAX PURSUANT TO CH. 205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

NOTICE-THIS RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH. 205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.



Detail by Entity Name

Florida Profit Corporation

FIRST CAPITAL PROPERTY GROUP, INC.

Filing Information

Document Number	P95000067907
FEI/EIN Number	593334355
Date Filed	08/31/1995
State	FL
Status	ACTIVE

Principal Address

1516 E. HILLCREST ST.
SUITE 210
ORLANDO, FL 32803

Changed: 02/18/2008

Mailing Address

1516 E. HILLCREST ST.
SUITE 210
ORLANDO, FL 32803

Changed: 02/18/2008

Registered Agent Name & Address

MITCHELL, CHARLES JJR.
1516 E. HILLCREST ST. #210
ORLANDO, FL 32803

Name Changed: 04/21/2004

Address Changed: 02/18/2008

Officer/Director Detail

Name & Address

File P

MITCHELL, CHARLES JJR
165 SPRING CHASE CIRCLE

ALTAMONTE SPRINGS, FL 32714

Title VS

MITCHELL, PAMELA W
165 SPRING CHASE CR
ALTAMONTE SPRINGS, FL 32714

Title AS

SCOTT, TRENTON A
1516 E HILLCREST ST STE 210
ORLANDO, FL 32803

Annual Reports

Report Year	Filed Date
2012	04/10/2012
2013	02/28/2013
2014	03/21/2014

Document Images

03/21/2014 -- ANNUAL REPORT

[View image in PDF format](#)

02/28/2013 -- ANNUAL REPORT

[View image in PDF format](#)

04/10/2012 -- ANNUAL REPORT

[View image in PDF format](#)

02/07/2011 -- ANNUAL REPORT

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01/13/2010 -- ANNUAL REPORT

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06/22/2009 -- ANNUAL REPORT

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02/18/2008 -- ANNUAL REPORT

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01/19/2007 -- ANNUAL REPORT

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05/31/2006 -- Off/Dir Resignation

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01/27/2006 -- ANNUAL REPORT

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02/18/2005 -- ANNUAL REPORT

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04/10/2003 -- ANNUAL REPORT

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05/21/2002 -- ANNUAL REPORT

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05/16/2001 -- ANNUAL REPORT

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04/06/2000 -- ANNUAL REPORT

[View image in PDF format](#)

04/13/1999 -- ANNUAL REPORT

[View image in PDF format](#)

03/23/1998 -- ANNUAL REPORT

[View image in PDF format](#)

03/04/1997 -- ANNUAL REPORT

[View image in PDF format](#)

04/22/1996 -- ANNUAL REPORT

EXHIBIT "B"
Resumes

Charles J. Mitchell, Jr. CCIM, CPM

PRESIDENT / BROKER

Company Experience

Charles (Chuck) J. Mitchell, Jr. has over 30 years of experience in commercial real estate activities in Central Florida, including leasing/sales, property management, asset management, development, loan workouts and expert witness. He is co-founder and President of First Capital Property Group, Inc., a full service commercial real estate company. Prior to First Capital Property Group, he served as Vice President of CNL Properties, an affiliate of CNL Group, Inc., a multi-billion dollar real estate company. Other previous employment includes Vice President and General Manager at Morley Properties, Inc. as well as a Surface Warfare Officer in the United States Navy.

Professional Accomplishments

Mr. Mitchell is a graduate of the University of Florida and received his Masters of Business Administration (MBA) from the Florida Institute of Technology. He is a Florida Licensed Real Estate Broker, a Certified Property Manager (CPM) and a Certified Commercial Investment Member (CCIM). He is as member of Institute of Real Estate Management (IREM), CCIM Institute, Greater Seminole County Chamber, BusinessForce, and an alumnus of the Lifework Leadership Orlando. He is past Chairman of the Seminole County Contractor Examination Board and past District III Chairman of the Seminole County Republican Executive Committee. He serves as an Elder in his church and is married with three children.

Mr. Mitchell has served as a Court-Appointed Receiver more than twenty times in the 5th, 7th, 9th and 18th Circuit Courts.

Education

Masters in Business Administration – Florida Institute of Technology
Bachelor of Science in Political Science – University of Florida
Certified Commercial Investment Member, CCIM
Certified Property Manager, CPM
Florida Licensed Real Estate Broker

Contact

Email: cmitchell@FCPG.com

Phone: 407-872-0209



Past & Present Clients:

- Sabal Financial
- Gibraltar Capital
- BMO Harris Bank
- Hancock Bank
- Republic Financial
- First Southern Bank
- Orlando Orange County Expressway Authority
- City of Orlando
- Wells Fargo Bank
- Fifth Third Bank
- CNL Bank
- The Andersen Foundation
- Orlando Diocese
- IDS Financial Services
- Reformed Theological Seminary
- Belhaven College
- LYNX
- Man in the Mirror Ministries



FIRST CAPITAL
Property Group, Inc.
FCPG

Trenton A. Scott (Trent)

VICE PRESIDENT / REAL ESTATE INVESTMENTS

Company Experience

Trent began his real estate career in 2007 in Orlando, Florida with First Capital Property Group. He began learning from area real estate veteran Chuck Mitchell, initially focused on real estate market research and special projects. It was natural progress to shift his focus toward serving clients and investors in the area of real estate investments and analysis.

Since he started at First Capital, he has undertaken a wide range of projects with a variety of public and private clients. His exposure to nearly all aspects of the real estate cycle, including management, leasing, consulting, syndication, and acquisition & disposition, combined with market knowledge gained, has provided him a unique understanding of the critical factors in real estate investment.

Professional Accomplishments

Trent's educational background in finance and management allows him to serve clients effectively and creatively by exploring and explaining the opportunities and realities of a prospective deal so that all options are presented. With a focus on strategic thinking, he has found opportunities and solutions for numerous clients and investors.

Education

Bachelor of Science in Finance – University of Central Florida
Bachelor of Science in Management – University of Central Florida
Florida Real Estate Broker License

Contact

Email: tscott@FCPG.com

Cell: 239-289-3212



Past & Present Clients:

- SunTrust Trust Dept.
- Orlando Orange County Expressway Authority
- City of Orlando
- Wright, Fulford, Moorhead, & Brown PA
- Man in the Mirror Ministries
- Numerous Private Investors and Investors Groups



FIRST CAPITAL
Property Group, Inc.
FCPG

Transaction Team Members

Dan Van Nada

OFFICE LEASING ASSOCIATE

Company Experience

Dan began his commercial real estate career in June 2012 in Orlando, Florida. He joined First Capital Property Group after graduating from the University of Florida's Warrington College of Business Administration. While at the University of Florida, Dan completed internships with Equinox Development Properties, a Central Florida retail developer, focused on site selection and market research, as well as with Tioga Town Center, focused on branding/marketing and tenant relations.

Dan specializes in Office leasing and services a current Office portfolio of over 200,000 SF of commercial real estate. His experience with both tenant and landlord representation enables him to add value to both sides of the deal. Dan helps his clients with Site Evaluation and Selection, Lease Negotiation, Lease Analysis and Market Surveys. Dan's prior experience in managing a national chain retail operation gives him a unique perspective that enables him to better serve both Tenant and Landlord.

Education

Bachelor of Science in Business Administration (Marketing Major)- University of Florida, 2011
Frei Universität Berlin Foreign Study-European Business Cultures, 2009
CCIM Designation track

Affiliations

National Association of Industrial & Office Properties (NAIOP) Member
International Council of Shopping Centers (ICSC) Member
Published in ICSC Student Membership Student Spotlight, 2009

Contact

Email: dvannada@FCPG.com

Phone: 407-872-0209



Past & Present Clients:

- FC First Southern Bank
- FC Silvestri Investments
- FC Thrivent Financial
- FC Asset Revitalization Solutions
- FC Excelsior Capital Partners
- FC Gibraltar Capital
- FC Sabal Financial
- FC Numerous CRE Owners

Transaction Team Members

Jean-Paul (JP) Beaulieu, CLS

SALES & LEASING ASSOCIATE

Company Experience

Jean-Paul began his real estate career in early 2007 in Orlando, Florida. He was recruited from the University of Central Florida's Dr. Phillips School of Real Estate to join the Orlando office of Colliers International. While at Colliers, Jean-Paul focused on retail shopping center and office leasing.

Jean-Paul joined First Capital Property Group in 2011. He has expanded his real estate scope to include Retail and Office property disposition. Jean-Paul has experience in both tenant and landlord representation, which affords him a unique understanding when negotiating either lease or sales contracts. Jean-Paul also has experience in dealing with many different Central Florida jurisdictional issues including land use, entitlements, and zoning regulations.

Professional Accomplishments

Jean-Paul's educational background in real estate allows him to serve clients effectively by providing short-term real estate solutions that align with long-term asset strategies. Since 2007, Jean-Paul has been involved in the sale and lease of over \$16,000,000 in overall transaction volume. Jean-Paul is also responsible for a portfolio of 640,000 SF of commercial real estate.

Education

Bachelor of Science in Real Estate - University of Central Florida
ICSC - Certified Leasing Specialist (CLS) Designation
2011 ICSC Scholarship Recipient - John T. Riordan Professional Education ICSC
CCIM - CI Intro to Commercial Investment Real Estate Analysis
Florida Real Estate License

Affiliations

International Council of Shopping Centers (ICSC) Member
National Association of Industrial & Office Properties (NAIOP) Member
Urban Land Institute (ULI) - Past Education Programs Chairman
University of Central Florida (UCF) Alumni Member

Contact

Email: JP@FCPG.com

Phone: 407-872-0209



Past & Present Clients:

- First Southern Bank
- BMO Harris Bank
- Hudson RE Advisors
- SunTrust Trust Dept.
- Silvestri Investments
- Florida State Senator
- Republic Financial
- MTL Insurance Co.
- Numerous CRE Owners

Notable Transactions:

- Dollar General
- AAA Auto Club
- Family Dollar
- Subway
- Damask Physicians
- Sunshine State School
- Hiland Plaza -
\$750,000 Sale
- Cypress Station -
\$2,300,000 Sale



FIRST CAPITAL
Property Group, Inc.

www.FCPG.com



Transaction Team Members

First Capital Property Group

Kendra M. Alves, CPM, ARM, LCAM

Regional Property Manager

Career Highlights

Kendra Alves has more than 17 years of experience in property management. As property manager with First Capital Property Group, Inc., she handles a mixed-use portfolio which includes Professional Offices, Professional Condominium Associations specializing in medical use, Homeowner's, and Condominium Residential Associations.

Kendra Alves oversees the Residential portion of First Capital Property Group, Inc. and the staff for all on-site managed Associations.



Related Experience

A Florida resident for 23 years, she started her professional career as an Assistant Property Manager for Tower Realty and rapidly progressed to higher level property management positions.

She held several roles in commercial real estate including positions with Trammell Crow, CB Richard Ellis, and Madison Marquette, where she shared in the management of over one million square feet of retail, office, and industrial space.

She manages all aspects of daily property management which comprise responsibilities for monthly financial reports, accounts receivable, contract services, invoice adjustments, delinquent account collection, and preparation of annual budgets.

Her experience also includes strong project management skills for tenant improvement build-outs and capital renovations.

Education

Associate of Science, Marketing/Management

Designations

- CPM (Certified Property Manager)
- ARM (Accredited Residential Manager)
- LCAM (Licensed Community Association Manager, Florida)
- Notary Public (State of Florida)

Contact

Email: kalves@fcpg.com

Phone: 407-872-0209



FIRST CAPITAL
Property Group, Inc.



Transaction Team Members

First Capital Property Group

Catherine Mallory, RPA, LCAM

Senior Property Manager

Career Highlights

Catherine Mallory brings over 25 years of property management experience to First Capital Property Group, Inc. At FCPG, she manages a mixed-use portfolio comprised of Professional Office Buildings, Retail Shopping Centers, and Professional Condominium Associations including common areas of several office parks.

Related Experience

Catherine is a native Floridian, born in the Central Florida area. She started her professional career at Cardinal Industries. She held several positions in their Apartment Management Accounting division. She then held various positions in Commercial Real Estate with Delta Capital Corporation, Charles J. Givens Management Company and SJL Management/Lat Purser.

She oversees and manages the daily responsibilities of over 500,000 SF of Commercial Properties which include tenant lease administration, tenant relations, property maintenance, vendor contract services, accounts receivable and payable, monthly financial reports, client relations, preparation of annual budgets and construction management for tenant improvements and building renovations/restorations.

Catherine was recognized as the Associate of the Year by First Capital Property Group, Inc. for 2003.

Designations

- RPA (Real Property Administrator)
- LCAM (Licensed Community Association Manager, Florida)
- Real Estate Sales Associate

Contact

Email: cmallory@fcpg.com

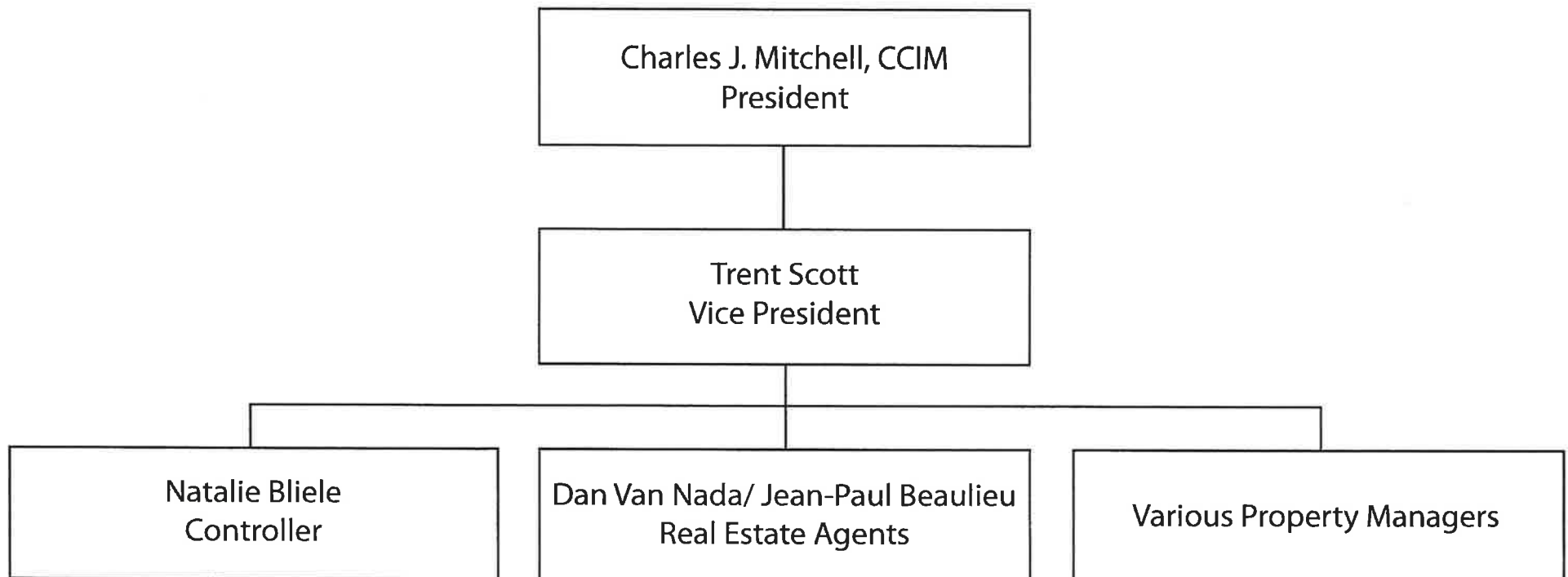
Phone: 407-872-0209



FIRST CAPITAL
Property Group, Inc.

EXHIBIT "C"
Organization Chart

City of Orlando Real Estate Assignment



ATTACHMENT "I"



FEE SCHEDULE FORM

May 11, 2017



CITY OF ORLANDO

Mr. Charles J. Mitchell Jr.
First Capital Property Group, Inc.
1516 E. Hillcrest Street, Suite 210
Orlando, FL 32803

via email: cmitchell@fcpg.com

SUBJECT: Renewal of Term Contract for Real Estate and Consulting Services RFP14-0012-10

Dear Charles:

The subject Contract will expire on **September 21, 2017**.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twenty-four (24) month period.

The City would like to exercise the right for the renewal of this Contract for twenty-four (24) additional months effective **September 22, 2017**, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Fabio Henao as soon as possible.

Upon execution below by your firm's authorized representative, this letter will be your official notice that the Contract has been extended for twenty-four (24) months and no additional documentation will be required.

Thank you for your immediate attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David Billingsley", written over a horizontal line.

David Billingsley, C.P.M., CPSM
Chief Procurement Officer

By:
Official Signature
Charles J. Mitchell Jr.
Print Name
James
Title
5-17-17
Date

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net Rev: 07/26/12

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: November 21, 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 (\$) December 2018	Total Amount (\$) to Date*	Time Increase or Decrease
429-418	SEMA Construction, Inc.	Forest Lake Toll Plaza Rigid Pavement Improvements	\$ 477,000.00	\$ -	\$ 21,375.54	\$ 498,375.54	0
408-128	The Lane Construction Corp.	SR 408 Widening, SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ 1,000,262.93	\$ 416,757.40	\$ 77,717,019.33	0
599-126	SEMA Construction, Inc.	SR 417 SB to SR 528 WB Ramp Realignment	\$ 8,370,000.00	\$ 709,228.72	\$ 70,498.47	\$ 9,149,727.19	0
408-628	ION Electric	SR 408 Guide Sign Replacement	\$ 4,222,831.88	\$ -	\$ 38,048.69	\$ 4,260,880.57	0
253G	SEMA Construction, Inc.	SR 408/SR 417 Interchange Improvements Phase II	\$ 63,700,000.00	\$ 2,887,166.54	\$ 164,134.80	\$ 66,751,301.34	0
408-127	The Lane Construction Corp.	SR 408 Widening, Hiwassee Rd. to Good Homes Rd.	\$ 23,569,000.00	\$ 965,343.30	\$ (95,845.80)	\$ 24,438,497.50	0
417-134	Hubbard Construction Co.	SR 417 Widening, Econlockhatchee to Seminole County	\$ 44,810,996.19	\$ -	\$ 66,495.00	\$ 44,877,491.19	0
599-413	Rieker Duley Construction Co.	CFX HQ 1 st and 3 rd Floor Renovations	\$ 1,050,611.00	\$ 26,913.60	\$ 39,918.05	\$ 1,117,442.65	0
599-630	Traffic Control Devices	Miscellaneous Signage Improvements	\$ 145,600.00	\$ -	\$ 173,177.00	\$ 318,777.00	30
528-131	SEMA Construction, Inc.	SR 528 Econlockhatchee River Bridge Replacement	\$ 17,777,000.00	\$ 40,434.55	\$ 21,500.00	\$ 17,838,934.55	0
TOTAL					\$ 916,059.15		

* Includes Requested Amount for this current month.

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

Project 429-418: Forest Lake Toll Plaza Rigid Pavement Improvements
SEMA Construction, Inc.
SA 429-418-1218-01

Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	\$	128.00
Portable Regulatory Sign	\$	910.00
Cleaning & Sealing Joints, Concrete Pavement	\$	1,620.00
Fiber Reinforced Polymer Bars, #6, GFRP	\$	3,480.00
Fiber Reinforced Polymer Bars, #12, GFRP	\$	3,429.00
Conduit, F&I, Open Trench, 1-1/4"	\$	7,875.00
Conduit, F&I, Open Trench, 3"	\$	5,499.00
Preformed Tape, HP, White/Black Contrast, Solid, 9"	\$	8,639.00
	\$	31,580.00

DECREASE THE FOLLOWING ITEMS:

Limerock Base, Base Group 4, 6", LBR 100	\$	(15,876.00)
Pull & Splice Box, F&I, 24"x36"	\$	(4,800.00)
Work Order Allowance	\$	(8.65)
	\$	(20,684.65)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ 10,895.35

Concrete Shoulder Leveling

Shoulder pavement at northbound Forest Lake Mainline Toll Plaza required a concrete topping to promote drainage and eliminate water ponding adjacent to the outside shoulder barrier.

ADD THE FOLLOWING ITEM:

Concrete Leveling	\$	1,318.44
-------------------	----	----------

Existing Pull Box Removal

Plan Revision 1 added removal of 8 existing pull boxes from the northbound and southbound open road tolling (ORT) lanes at Forest Lake Mainline Toll Plaza that were not originally contemplated. This item will provide compensation to the contractor for the removal of the existing pull boxes.

ADD THE FOLLOWING ITEM:

Pull Box, Remove	\$	3,873.68
------------------	----	----------

Existing Pavement Markings

The existing pavement markings on northbound and southbound Forest Lake Mainline Toll Plaza open road tolling (ORT) lanes required adjusting to provide a smooth transition between the existing and proposed pavement markings.

ADD THE FOLLOWING ITEM:

Existing Pavement Markings Correction	\$	4,751.91
---------------------------------------	----	----------

Asphalt Pads for Conduit Stub-Ups

The construction plans called for the installation of 8 conduit run stub ups to be placed in the median of SR 429 at Forest Lake Toll Plaza for future use. The conduits were terminated just above finished grade. The contractor was directed to place 12"x12" asphalt pads around the conduit stub-ups to preserve the conduits and help prevent damage by future construction or maintenance activities.

ADD THE FOLLOWING ITEM:

Asphalt Pads

\$ 536.16

TOTAL AMOUNT FOR PROJECT 429-418

\$ 21,375.54

Project 408-128: SR 408 Widening, SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-1218-04

Slotted Grate for Median Covers

The plans show covers in the Econ and Alafaya Bridge median barriers that include grates over drainage troughs. The grates were deleted by the engineer after discussion with maintenance. This item provides a material cost credit to CFX for this deletion.

ADD THE FOLLOWING ITEM:

Delete Slotted Grates to Median Covers Drain Trough	\$ (13,259.39)
---	----------------

Pay Item Quantity Adjustments Associated with Engineer Clarifications

These adjustments reflect actual quantities required to complete the work based on engineer responses to Requests for Information (RFIs).

INCREASE THE FOLLOWING ITEMS:

Class IV Concrete, CIP Ret. Walls	\$ 3,510.00
Reinforced Steel, Retaining Walls	\$ 22,407.65
Inlets, Dt Bot, Type B, >10'	\$ 32,000.00
Inlets, Barrier Wall, >10'	\$ 7,000.00
Concrete Traffic Rail Barrier, Ret. Wall System, F Shape w/ Sound	\$ 59,508.00
Concrete Slope Pavement, Non-Reinforced	\$ 2,050.00
	<u>\$ 126,475.65</u>

DECREASE THE FOLLOWING ITEMS:

Inlets, Dt Bot, Type B, <10'	\$ (3,780.00)
Inlets, Barrier Wall, <10'	\$ (4,480.00)
	<u>\$ (8,260.00)</u>

Subtotal: RFI Responses Quantity Adj.	\$ 118,215.65
---------------------------------------	---------------

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated the adjustments for the period from November 2017 through October 2018. Adjustments are made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$43,165,184.14 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Adjustments, 11/17 - 10/18	\$ 207,531.39
---------------------------------	---------------

Bituminous Adjustments

The contract contains provisions for bituminous price index adjustments. In accordance with the contract specifications, the engineer has calculated the adjustments for the period of November 2017 through September 2018. Adjustments are made only if the current month bituminous price is greater than or less than 5% of the bid/base bituminous price.

ADD THE FOLLOWING ITEMS:

Bituminous Adjustments, 11/17 - 9/18	\$ 104,269.75
--------------------------------------	---------------

TOTAL AMOUNT FOR PROJECT 408-128

\$ 416,757.40

Contract 599-126: SR 417 SB to SR 528 WB Ramp Realignment**SEMA Construction, Inc.****SA 599-126-1218-004**Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Optional Base, Base Group 6 (B-12.5 Only)	\$	840.00
Optional Base, Base Group 12 (B-12.5 Only)	\$	174.00
Milling Exist Asph Pavt., 2" Avg Depth	\$	6,891.80
Superpave Asph Conc, Traffic C, PG76-22	\$	5,470.30
Asphalt Concrete Friction Course, FC-5, PG 76-22 (Black Granite Mix)	\$	16,191.00
Miscellaneous Asphalt Pavement	\$	266.70
Performance Turf, Sod	\$	35,059.50
Retro- Reflective Pavement Marker	\$	302.40
Preformed Tape, High Performance, White, SKIP, 12"	\$	770.80
Preformed Tape, High Performance, Yellow, Solid, 6"	\$	2,257.20
Preformed Tape, High Performance, White/Black Contrast, Skip, 9"	\$	991.90
	\$	69,215.60

DECREASE THE FOLLOWING ITEMS:

Superpave Asph Conc, Traffic D, PG76-22	\$	(5,400.00)
Video Inspect Existing Pipe	\$	(3,042.00)
Thermoplastic, Std, White, Message	\$	(800.00)
Thermoplastic, Std, White, Arrow (Option Dir. Arrow)	\$	(730.00)
Thermoplastic, Std, White, Arrow	\$	(469.00)
Preformed Tape, High Performance, White, Solid, 8"	\$	(514.45)
Preformed Tape, High Performance, White, Solid, 12"	\$	(36.27)
Preformed Tape, High Performance, White, Solid, 18"	\$	(396.00)
Preformed Tape, High Performance, White/Black Contrast, Solid, 9"	\$	(93.00)
	\$	(11,480.72)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ 57,734.88

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period from March 2018 through October 2018. Adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$8,801,050.97 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Adjustments - March 2017 - October 2018	\$	1,691.57
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Bituminous Adjustments

The contract contains provisions for indexed bituminous adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period from March 2018 through September 2018. Adjustments are 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 Adjustments - March 2018 - September 2018	\$	5,242.48
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Composite Pay Factor (CPF) Adjustments

The contract contains provisions for CPF adjustments. In accordance with contract specifications, the engineer has calculated pay item adjustments on asphalt placed with composite pay factors for Lots 1 - 10.

ADD THE FOLLOWING ITEM:

CPF Adjustments: Lots 1 - 10	\$	5,829.54
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TOTAL AMOUNT FOR PROJECT 599-126

	\$	<u>70,498.47</u>
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Project 408-628: SR 408 Guide Sign Replacement
ION Electric
SA 408-628-1218-01

Overhead Reload Signs

12 overhead "Reload" signs approaching the Conway, Forest Lake and John Young Mainline Toll Plazas were added to this project.

ADD THE FOLLOWING ITEMS:

Mobilization	\$	1,123.50
Maintenance of Traffic	\$	13,935.95
Sign Panel, F&I, Overhead, 21-30 SF	\$	<u>22,989.24</u>
	\$	38,048.69

<u>TOTAL AMOUNT FOR PROJECT 408-628</u>	\$	<u>38,048.69</u>
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Project 253G: SR 408/SR 417 Interchange Improvements Phase II
SEMA Construction, Inc.
SA 253G-1218-04

Construct 12 Foot Height Shoulder Mounted Sound Barrier

Increase the height of shoulder mounted sound barrier from 8', as specified in the Design Criteria Package, to 12' on ramp from EB SR 408 to SB SR 417.

ADD THE FOLLOWING ITEM:

Construct 12' Shoulder Mounted Sound Barrier

\$ 65,449.55

Add Precast Architectural Columns

Add architectural precast columns to the exterior of the shoulder mounted barrier sound wall that were not included in the project scope. This item will provide compensation to construct 6 architectural precast columns to maintain aesthetic consistency of the wall of which a portion was built in a previous project.

ADD THE FOLLOWING ITEM:

Precast Architectural Columns Wall 15

\$ 98,685.25

TOTAL AMOUNT FOR PROJECT 253G

\$ 164,134.80

Project 253G: SR 408/SR 417 Interchange Improvements Phase II
SEMA Construction, Inc.
SA 253G-1218-04

Construct 12 Foot Height Shoulder Mounted Sound Barrier

Increase the height of shoulder mounted sound barrier from 8', as specified in the Design Criteria Package, to 12' on ramp from EB SR 408 to SB SR 417.

ADD THE FOLLOWING ITEM:

Construct 12' Shoulder Mounted Sound Barrier	\$ 65,449.55
--	--------------

Add Precast Architectural Columns

Add architectural precast columns to the exterior of the shoulder mounted barrier sound wall that were not included in the project scope. This item will provide compensation to construct 6 architectural precast columns to maintain aesthetic consistency of the wall of which a portion was built in a previous project.

ADD THE FOLLOWING ITEM:

Precast Architectural Columns Wall 15	\$ 98,685.25
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TOTAL AMOUNT FOR PROJECT 253G

\$ 164,134.80

Project 408-127: SR 408 Widening, Hiawasse Rd. to Good Homes Rd.
The Lane Construction Corp.
SA 408-127-1218-11

Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Asphaltic Friction Course, FC-5, PG 76-22 PMA	\$	3.24
Conduit, F&I, Open Trench	\$	2,758.00
Conduit, F&I, Directional Bore	\$	5,083.00
Conduit, F&I, Above Ground	\$	1,197.00
Conduit, F&I, Bridge Mount	\$	110.00
12 SM Fiber Optic Cable, Repull	\$	812.21
6 SM Fiber Optic Cable, Repull	\$	30.00
Pull Box, F&I	\$	814.00
Thermoplastic, Std, White Arrows	\$	160.00
Traffic Monitoring Station, Pole Mounted, Adjust/Modify	\$	3,276.00
Lighting Conductors, F&I, Insulated, #10 or <	\$	29.90
Lighting Conductors, F&I, Insulated, #8-6	\$	1,678.40
Conductors, F&I, Insulated, #4-2	\$	1,691.50
Conductors, F&I, Insulated, #12, Tone Wire	\$	1,523.20
1-2" Schedule 80 PVC Conduit, Bridge Mounted, F&I	\$	3,810.00
Traffic Monitoring Station Cable	\$	202.50
	\$	<u>23,178.95</u>

DECREASE THE FOLLOWING ITEMS:

Shoulder Gutter Concrete	\$	(4.00)
Pull & Splice Box, F&I, 13"x24" Cover Size	\$	(1,506.00)
Junction Box, F&I, Mounted	\$	(1,094.00)
Thermoplastic, Std, White, Message	\$	(420.00)
Thermoplastic, Preformed, White, Message	\$	(720.00)
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Trench or Plow	\$	(1,514.10)
Work Order Allowance	\$	<u>(113,766.65)</u>
	\$	(119,024.75)

TOTAL AMOUNT FOR PROJECT 408-127

\$ (95,845.80)

Project 408-127: SR 408 Widening, Hiawasse Rd. to Good Homes Rd.
The Lane Construction Corp.
SA 408-127-1218-11

Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Asphaltic Friction Course, FC-5, PG 76-22 PMA	\$	3.24
Conduit, F&I, Open Trench	\$	2,758.00
Conduit, F&I, Directional Bore	\$	5,083.00
Conduit, F&I, Above Ground	\$	1,197.00
Conduit, F&I, Bridge Mount	\$	110.00
12 SM Fiber Optic Cable, Repull	\$	812.21
6 SM Fiber Optic Cable, Repull	\$	30.00
Pull Box, F&I	\$	814.00
Thermoplastic, Std, White Arrows	\$	160.00
Traffic Monitoring Station, Pole Mounted, Adjust/Modify	\$	3,276.00
Lighting Conductors, F&I, Insulated, #10 or <	\$	29.90
Lighting Conductors, F&I, Insulated, #8-6	\$	1,678.40
Conductors, F&I, Insulated, #4-2	\$	1,691.50
Conductors, F&I, Insulated, #12, Tone Wire	\$	1,523.20
1-2" Schedule 80 PVC Conduit, Bridge Mounted, F&I	\$	3,810.00
Traffic Monitoring Station Cable	\$	202.50
	\$	<u>23,178.95</u>

DECREASE THE FOLLOWING ITEMS:

Shoulder Gutter Concrete	\$	(4.00)
Pull & Splice Box, F&I, 13"x24" Cover Size	\$	(1,506.00)
Junction Box, F&I, Mounted	\$	(1,094.00)
Thermoplastic, Std, White, Message	\$	(420.00)
Thermoplastic, Preformed, White, Message	\$	(720.00)
Fiber Optic Conduit, 2-1" HDPE/SDR 11, Trench or Plow	\$	(1,514.10)
Work Order Allowance	\$	<u>(113,766.65)</u>
	\$	(119,024.75)

TOTAL AMOUNT FOR PROJECT 408-127 **\$ (95,845.80)**

Project 417-134: SR 417 Widening, Econlockhatchee to Seminole County
Hubbard Construction Co.
SA 417-134-1218-01

Addition of Fencing Type B

Fencing was requested to be added along the R/W adjacent to privately owned masonry wall.

ADD THE FOLLOWING ITEM:

Fencing, Type B, 6' High, Standard	\$ 66,495.00
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TOTAL AMOUNT FOR PROJECT 417-134

\$ 66,495.00

Project 599-413: CFX HQ 1st & 3rd Floor Alterations
Rieker Duley Construction Company
SA 599-413-1218-02

Unanticipated Additional Permit Cost

Building permit cost exceeded that represented to the bidders at the time of the bid.

ADD THE FOLLOWING ITEM:

Additional Permit Cost	\$	3,352.78
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Staging Area Beyond Parking Lot

In an effort to maintain the capacity of the parking lot, the Contractor was directed to obtain an adjacent staging area from GOAA at the Executive Airport. The nominal cost of securing this additional staging area was to be borne by the Owner.

ADD THE FOLLOWING ITEM:

GOAA Staging Area Fee	\$	1,500.00
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Revisions to Doors and Windows

This adjustment is for revisions to doors and windows.

ADD THE FOLLOWING ITEM:

Door and Window Revisions	\$	10,172.45
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Patio Revisions

This adjustment is for revisions to the patios.

ADD THE FOLLOWING ITEM:

Patio Revisions	\$	9,800.15
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Light Fixtures in Lobby Atrium.

Procure additional (4 ea) 6' lights to be installed in the lobby atrium area.

ADD THE FOLLOWING ITEM:

Procure (4) 6' light fixtures to extend the 4' fixtures specified in the contract.	\$	8,219.90
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Addition of carpet on first floor

Install carpet in (4) first floor rooms, not included on original plans (139, 147, 160 and 161)

ADD THE FOLLOWING ITEM:

Installation of carpet in rooms 139, 147, 160 & 161	\$	1,772.61
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Task chairs for room 142

Furnish 30 "Torsa" task chairs for room 142

ADD THE FOLLOWING ITEM:

F&I 30 task chairs for room 142	\$	5,100.16
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TOTAL AMOUNT FOR PROJECT 599-413

	\$	<u>39,918.05</u>
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Project 599-630 Miscellaneous Signage Improvements
Traffic Control Devices
SA 599-630-1218-01

Miscellaneous Signage Improvements addition of plan revision 2

This is full and complete settlement of the addition of plan revision 2: Add 12 new signs and 2 new sign relocations.

INCREASE THE FOLLOWING ITEMS:

101-1 Mobilization	\$	12,700.00
102-1 Maintenance of Traffic	\$	13,230.00
700-1-13 Single Post Sign, F&I, GM 21-30 SF	\$	5,232.00

ADD THE FOLLOWING ITEMS:

01-700-1-33 Single Post Sign, F&I, (Bridge Mount) 21-30 SF	\$	6,240.00
01-700-1-50 Single Post Sign, Relocate	\$	1,703.00
01-700-2-16 Multi-Post Sign, F&I, GM 101-200 SF	\$	125,550.00
01-700-2-56 Multi-Post Sign, GM 101-200 SF (F&I Steel Beams, Conc Bases)	\$	8,522.00

Increase Contract Time 30 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 599-630

\$ 173,177.00

Project 528-131: SR 528 Econlockhatchee River Bridge Replacement
SEMA Construction, Inc.
SA 528-131-1218-04

Concrete Foundations for High Tensioned Cable Barrier System

The labor and equipment costs to install concrete foundations for the high tensioned cable barrier guardrail system.

ADD THE FOLLOWING ITEM:

Concrete Foundations for High Tensioned Cable Barrier System	\$	21,500.00
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<u>TOTAL AMOUNT FOR PROJECT 417-134</u>	\$	<u>21,500.00</u>
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**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 19, 2018

SUBJECT: Approval of Edwin R. Barfield, LLC as Subconsultant for the
General Engineering Consultant Services Contract with Dewberry Engineers, Inc.
Contract No. 001145

Dewberry Engineers, Inc., CFX's General Engineering Consultant Services Consultant has requested approval to use Edwin R. Barfield, LLC, to assist Right-of-Way cost estimating. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Dewberry engineers, Inc. when its contract with CFX was originally awarded.

Board approval of Edwin R. Barfield, LLC as a subcontractor to Dewberry Engineers, Inc. is requested.

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: November 1, 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: Edwin R. Barfield, LLC

Address: 3165 McCrory Place, Suite 172; Orlando, FL 32803

Phone No.: (407) 893-5759

Federal Employee ID No.: 26-2878504

Description of Services to Be Sublet: Right-of-way cost estimating

Estimated Beginning Date of Sublet Services: 12/15/2018

Estimated Completion Date of Sublet Services: 12/8/2021

Estimated Value of Sublet Services*: \$ Greater than \$25,000

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

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

Requested By: [Signature]

(Signature of Consultant Representative)

Program Manager / Assoc. V.P.

Title

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

Date: 11/6/2018

Approved by: [Signature]
(Signature of Appropriate Chief)

Date: 11/6/18


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 27, 2018

SUBJECT: Approval of The Balmoral Group, LLC as Subconsultant for the
Miscellaneous Design Consultant Services Contract with Protean Design Group,
Inc.
Contract No. 001208

Protean Design Group, Inc., CFX's Miscellaneous Design Consultant Services Consultant has requested approval to use The Balmoral Group, LLC to provide CFX with miscellaneous design project services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Protean Design Group, Inc. when its contract with CFX was originally awarded.

Board approval of The Balmoral Group, LLC as a subcontractor to Protean Design Group, Inc. is requested.

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Protean Design Group, Inc. Date: November 28, 2018

CFX Contract Name: Miscellaneous Design Consultant Services CFX Contract No.: 001208

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: The Balmoral Group, LLC

Address: 165 Lincoln Avenue, Winter Park FL 32789

Phone No.: 407-629-2185

Federal Employee ID No.: 03-0546876

Description of Services to Be Sublet: Miscellaneous Design Projects

Estimated Beginning Date of Sublet Services: December 13, 2018

Estimated Completion Date of Sublet Services: April 6, 2020

Estimated Value of Sublet Services*: \$ Greater than \$25,000
*(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 CFX that are applicable to the subconsultant and the services to be sublet:

Requested By: 
(Signature of Consultant Representative)

VICE PRESIDENT
Title

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

Date: 11/30/2018

Approved by: 
(Signature of CFX Division Chief)

Date: 11/30/18

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: November 27, 2018

SUBJECT: Approval of Supplemental Agreement No. 2A with Dewberry Engineers, Inc.
for Additional Post Design Services for
SR 417 Widening from Econlockhatchee Trail to Seminole County Line
Project 417-134, Contract No. 001153

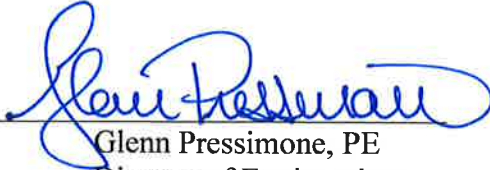
Board approval is requested for Supplemental Agreement No. 2A with Dewberry Engineers, Inc. in the not-to-exceed amount of \$97,347.07


Florida's Turnpike Enterprise (FTE) has requested that CFX provide additional post design services related to construction activities within FTE's jurisdictional limits. Supplemental Agreement No. 2A includes the post design related costs associated with this request from FTE.

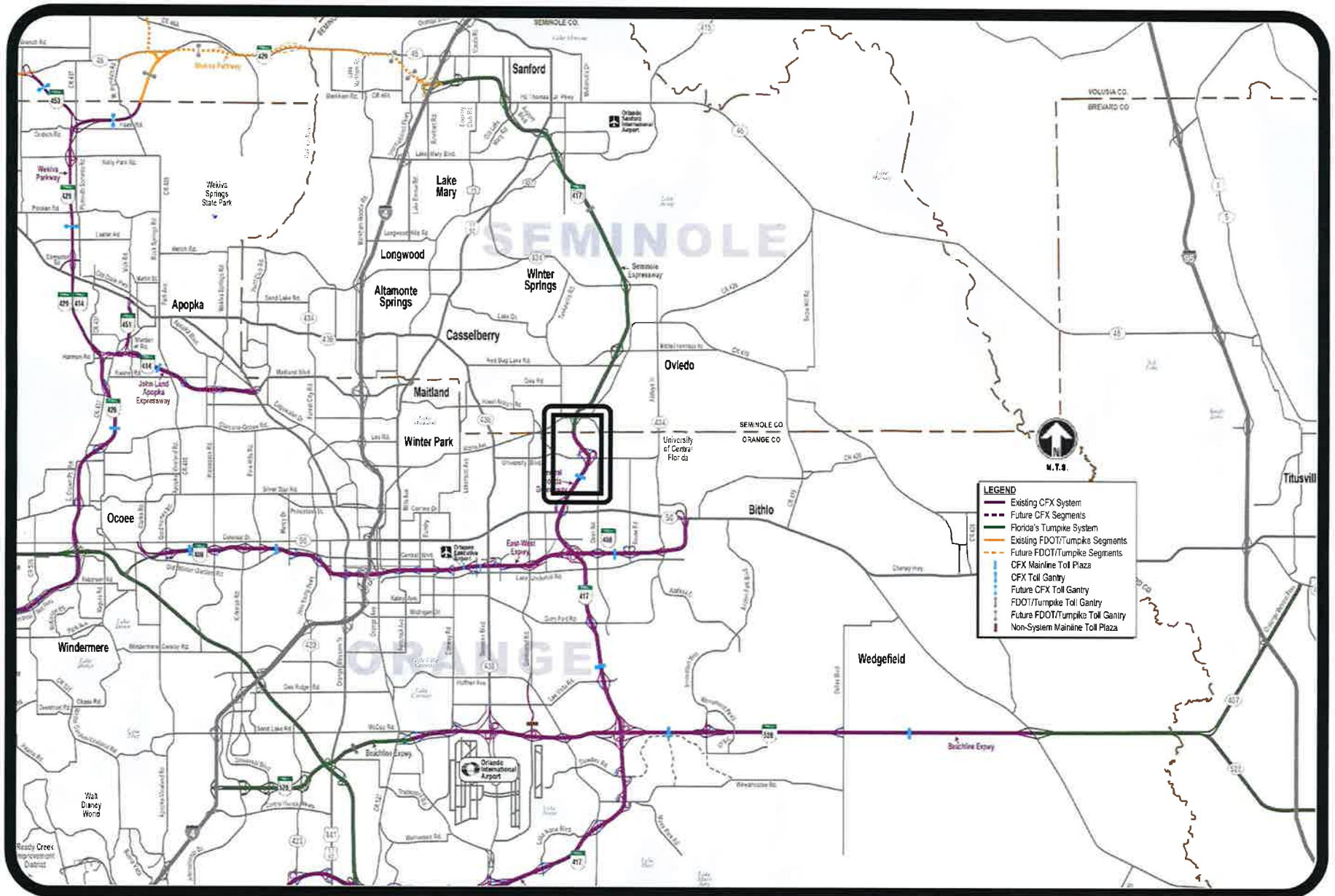
All costs associated with Supplemental Agreement No. 2A are reimbursed from FTE to CFX through the Department Funded Agreement.

Original Contract Amount	\$2,575,000.00
Supplemental Agreement No. 1 (FTE Design)	\$ 416,197.12
Supplemental Agreement No. 2 (CFX Post Design)	\$ 421,028.27
Supplemental Agreement No. 2A (FTE Post Design)	<u>\$ 97,347.07</u>
Total Revised Contract Amount	\$3,509,572.46

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





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

SUPPLEMENTAL AGREEMENT NO. 2A
TO
AGREEMENT FOR PROFESSIONAL SERVICES
ADDITIONAL POST DESIGN SERVICES (FOR 417-134)

S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DEWBERRY ENGINEERS, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Sections 4.24 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 16th Day of June 2016 provides that after completion of the services outlined in Exhibit "A" for Project Number 417-134 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Additional Post Design Services required as outlined in the correspondence from Florida's Turnpike Enterprise to CFX dated October 11, 2018 which is attached hereto and made a part of this Supplemental Agreement.
2. All invoices from the CONSULTANT for Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in Supplemental Agreement No. 2. There will be no direct expenses reimbursed as part of this Supplemental Agreement. The maximum fee for Additional Post Design Services shall be \$97,347.07.
3. The Department Funded Agreement between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for Improvements to the Central Florida Greenway (S.R. 417) from Aloma Avenue to University Boulevard, CFX Contract No. 001492 will be referred to as the "CFX-FTE Post Design Agreement", which is attached hereto and made a part of this Supplemental Agreement. In accordance with the terms of the CFX-FTE Post Design Agreement, and for good and valuable consideration for the

execution of this Supplemental Agreement, the CONSULTANT agrees that this Supplemental Agreement shall include the following additional provisions:

- a. Per paragraph 6.j. of the CFX-FTE Post Design Agreement, there shall be no reimbursement for travel expenses under this Supplemental Agreement.
- b. Per paragraph 6.k. of the CFX-FTE Post Design Agreement, if FTE or CFX determine that the performance of CONSULTANT is unsatisfactory, CFX shall notify CONSULTANT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by CFX. CONSULTANT shall, within five days after notice from CFX, provide CFX with a corrective action plan describing how CONSULTANT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to CFX, CONSULTANT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until CONSULTANT resolves the deficiency. If the deficiency is subsequently resolved, CONSULTANT may bill CFX for the retained amount during the next billing period. If CONSULTANT is unable to resolve the deficiency, the funds retained may be forfeited at the end of this Supplemental Agreement's term.
- c. In accordance with paragraph 6.o. of the CFX-FTE Post Design Agreement, records of costs incurred under the terms of this Supplemental Agreement

shall be maintained and made available upon request to the CFX at all times during the period of this Supplemental Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the CFX upon request. Records of costs incurred include CONSULTANT's general accounting records and the FTE Project records, together with supporting documents and records, of all subcontractors performing work on the FTE Project, and all other records of CONSULTANT and its subcontractors considered necessary by CFX for a proper audit of costs. (Section 287.058(4), F.S.).

- d. Per paragraph 8 of the CFX-FTE Post Design Agreement, CONSULTANT shall add FTE as an additional insured under the Commercial General Liability coverage and Business Automobile Liability Coverage insurance policies provided for in sections 16.1 and 16.2 of the Agreement for Professional Services in CFX Contract No. 001153, as provided by law. The insurance shall remain in effect until acceptance of the design work by FTE. Prior to commencement of the FTE Project and on such other occasions as CFX may reasonably require, CONSULTANT shall provide CFX with certificates documenting that the required insurance coverage is in place and effective.
- e. Per paragraph 9 of the CFX-FTE Post Design Agreement, to the extent that there are design professional services subject to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, CONSULTANT shall indemnify and hold harmless FTE and CFX,

and their officers and employees, from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Supplemental Agreement. Nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. Nothing 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. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. CONSULTANT's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities given by CONSULTANT in connection with the FTE Project shall survive termination of this Supplemental Agreement. The insurance coverage and limits required in this Supplemental Agreement may or may not be adequate to protect CFX or FTE and such insurance coverage shall not be deemed a limitation of the indemnities to CFX or FTE set forth in this Supplemental Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Supplemental Agreement, in accordance with the laws of the State of Florida.

4. Section 4.24 of the original Agreement for Professional Services is amended to include the additional services outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.
5. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DEWBERRY ENGINEERS, INC.

Witness: _____
Print Name:
Title:

By: _____
Print Name:
Title:

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES
Post Design Services

Florida's Turnpike Enterprise
FPID: 429335-3-58/88-01
SR 417 from Econlockhatchee Trail to Seminole County Line
Orange County, Florida
October 1, 2018

I PURPOSE

The purpose of this Amendment for the performance of Post Design Services by the CONSULTANT for the Project mentioned above.

The CONSULTANT shall perform Post Design Services in accordance with provisions of the Department Funded Agreement between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for design services related to the referenced project.

II SERVICES TO BE PROVIDED BY THE CONSULTANT

At the request of the Florida's Turnpike Enterprise (FTE), the CONSULTANT shall:

1. As requested by the DEPARTMENT, attend pre-construction meetings, participate in progress meetings during construction, attend "Pass the Torch" and "Extinguish the Torch" meetings, final inspection, etc. Minutes of these meetings are the responsibility of the Construction Engineering Inspection (CEI) firm. However, the CONSULTANT should record, as a minimum, the items that require his/her response or action thereto.
2. Attend field meetings as requested by the DEPARTMENT to review questions on design. Minutes of these meetings are the responsibility of the Construction Engineering Inspection (CEI) firm.
3. The CONSULTANT shall prepare design and plan changes as requested by the DEPARTMENT and provide the DEPARTMENT with plans and design calculations for implementation of the requested changes. The CONSULTANT will provide two (2) updates of the KMZ files showing the plan revisions.
4. The CONSULTANT shall provide engineering assistance in answering requests for information (RFIs).
5. Evaluate Contractor generated engineering analysis, cost savings initiatives and/or concepts necessary to adjust construction methods to field conditions.
6. Coordinate as needed with other agencies.

7. The CONSULTANT shall review shop drawings in accordance with Florida's Turnpike Enterprise Shop Drawing Review Process for Design-Bid-Build Projects for all components of the Project.
8. The CONSULTANT shall provide survey services, as necessary, throughout the construction period. The effort will include recovering the alignment, reference points and bench marks within the project limits. Any other miscellaneous survey tasks required will also be performed.
9. The CONSULTANT shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction for review of design plans. This person will be the same staff that will be available to attend the weekly progress meetings.
10. The Engineer of Record shall review other plans within the project limits that affect the Project mentioned above.

Project Staff Hour Summary

Name of Consultant: Dewberry

SR 417, Econ Trail to Seminole County Line, FTE, Post Design
417-134

417-134

		Project Staff Hours													
Activity No.	Activity	Dewberry	CES	Balmoral	Tierra	FR Aleman	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
3	Project Common and General Tasks	380	122	32	20	64									618
4	Roadway Analysis	0													0
5	Roadway Plans	0													0
6a	Drainage Analysis	0													0
6b	Drainage Plans	0													0
7	Utilities	0													0
8	Env. Permits, Compliance & Clearances	0													0
9	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10	BDR	0													0
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	0													0
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	0													0
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	0													0
20	Signing & Pavement Marking Plans	0													0
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0													0
25	Landscape Architecture Analysis	0													0
26	Landscape Architecture Plans	0													0
27	Survey - Field and Office Support	27													27
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LIDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0													0
Project Total		407	122	32	20	64	0	0	0	0	0	0	0	0	645
27	Survey Field Crew Days	3													3

- Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

Project Activity 3: General Tasks

Estimator: Dewberry

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	
Dewberry	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:32:07 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	

Project Activity 3: General Tasks

88 10/19/18

Kevin E Knudsen
2018.10.09 15:37:57 -04'00'


Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	20	4	80	Includes Monthly Progress Reports; 20 month construction duration
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	See listing below
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	300	300	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					380	

Project Activity 3: General Tasks

Estimator: Balmoral

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	 10/10/18
The Balmoral Group	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:32:40 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	

Project Activity 3: General Tasks

SS 10/10/18

Kevin E Knudsen
2018.10.09 15:38:35 -04'00'

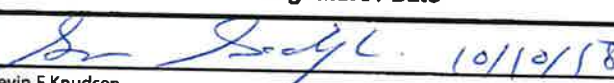
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	See listing below
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	0	1	32	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Translt, and/or Alrport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					32	

Project Activity 3: General Tasks

Estimator: CES

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	 10/10/18
CES	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:33:06 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	

Project Activity 3: General Tasks

88 10/10/18
Kevin E Knudsen
2018.10.09 15:39:02 -04'00'

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	122	122	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					122	

Project Activity 3: General Tasks

Estimator: Tierra

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	
Tierra, Inc.	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:33:28 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	



Project Activity 3: General Tasks

88 10/10/18
Kevin E Knudsen
2018.10.09 15:39:28 -04'00'

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	20	20	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					20	

Estimator: FR Aleman

SR 417 - Econ Trail to County Line (FTE)
417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	 10/10/18
FR Aleman	Kevin Knudsen	 10/10/18

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	64	64	
3.9	Digital Delivery	LS	0	0	0	

88 10/10/18
 Kevin E Knudsen
 2018.10.09 15:39:55 -04'00'

3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					64	


3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Estimator: Dewberry

SR 417 - Econ Trail to County Line (FTE)
417-134

Representing		Print Name		Signature / Date	
FTE		Susan Sadighi			
DEWBERRY		Kevin Knudsen		10/10/18 <small>Kevin E Knudsen 2018.10.08 11:34:37 -0400</small>	

NOTE: Signature Block is optional, per District preference

Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
Pass the Torch Meeting	EA	0	0	0	
Preconstruction Meeting	EA	0	0	0	Included in CFX
Weekly Construction Progress Meetings	EA	0	0	0	Included in CFX
Partnering	EA	0	0	0	Included in CFX
#### Field Survey	LS	1	0	0	See Dewberry Survey Sheet
Review EAR's/CSI's	LS	1	0	0	
Review Shop Drawings	EA	1	40	40	Total - 40 hrs (See Shop Drawing Detail Sheet)
Field Reviews	EA	1	24	24	Total - 24 hrs Roadway - 2 Field visits at 4 hrs each = 8 hrs Utilities - 1 Field visit at 4 hrs each = 4 hrs Structures - 1 Field visit at 4 hrs each = 4 hrs Drainage - 2 Field visit at 4 hrs ea = 8 hrs
Respond to RFI's	EA	1	120	120	Total - 120 hrs Roadway/MOT - 20 @ 4 hrs each = 80 Utilities - 2 @ 4 hrs each = 8 Structures - 2 @ 4 hrs each = 8 hrs Drainage - 6 @ 4 hrs each = 24 hrs

88 10/10/18
 Kevin E Knudsen
 2018.10.09 15:40:33 -04'00'

Plan Revisions	EA	1	28	28	Total - 40 hrs Roadway - 2 @ 8 hrs ea = 16 hrs (Assumes 2 revisions) Structures - 1 @ 4 hrs ea = 4 hrs Drainage - 1 @ 8 hrs = 8 hrs
Prepare Thermoplastic Plans	LS	0	0	0	N/A
Structural Welding Inventory	LS	0	0	0	Included in CFX
Review As-Builts and Closeout Activities	LS	1	48	48	3 disciplines @ 16 hours/ea = 48
Extinguish the Torch Meeting	EA	1	4	4	PM at meeting
Final Inspection	EA	1	4	4	PM at inspection
Coordinate with Other Agencies	LS	1	32	32	Utilities, CFX
Post Design Services Tasks Total				300	

Estimator: Dewberry

88 10/10/18
Kevin E Knudsen
2018.10.08 11:35:16 -04'00'

Summary of Shop Drawings:

Component	No. Of Units	Hours / Unit	Total Hours	Notes
455 Auger Cast Plan	1	4	4	Sign Structure OT-12
456 Drilled Shaft Plan	0	0	0	N/A
700 Overhead Sign Structure OT-12	1	24	24	1 Span
1050 Utility Pipe Shop Drawings	1	4	4	Water Service
430/556 Jack and Bore Pipe Culverts	1	8	8	
TOTAL			40	

Project Activity 27_Survey

88 10/10/18

Estimator: Dewberry
Form Release 4/15/07

SR 417 Econ Trail to County Line (FTE) County Line (FTE)

Kevin E Knudsen
2018.10.08 11:35:38 -04'00'

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Crew Days Range	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27 01	Horizontal Project Network Control (HPNC)										
	2-Lane Roadway	Mile	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27 02	Vertical Project Network Control (VPNC)										
	2-Lane Roadway	Mile	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27.03	Alignment and Existing R/W Lines										
		Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
42562.00	Aerial Targets					1 to 7/mile	0.00	0.00	0.00	0.00	
	2-Lane Roadway	EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27.05	Reference Points										
	2-Lane Roadway	EA	0.00	0.00	0.00	8 to 24 pts/day	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27 08	Digital Terrain Model DTM/3D										
		Mile	0.00	0.00	0.00	1 to 10	0.00	0.00	0.00	0.00	
27 07	Topography (2D)										
		Mile	0.00	0.00	0.00	3 to 20	0.00	0.00	0.00	0.00	
27 08	Roadway Cross-Sections/Profiles										
		Mile	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 09	Side Street Surveys										
		Mile	0.00	0.00	0.00	1 to 2	0.00	0.00	0.00	0.00	
27 10	Underground Utilities										
	Designates	Mile/Spot	0.00	0.00	0.00	1 to 2	0.00	0.00	0.00	0.00	
	Locates	Point	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Survey	LS	1.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
27 11	Outfall Survey										
		Mile	0.00	0.00	0.00	1 to 15	0.00	0.00	0.00	0.00	
27 12	Drainage Survey										
		EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
27 13	Bridge Survey										
	Minor / Major	EA	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 14	Channel Survey										
		EA	0.00	0.00	0.00	1 to 12	0.00	0.00	0.00	0.00	
27 15	Pond Site Survey										
		EA	0.00	0.00	0.00	1 to 16	0.00	0.00	0.00	0.00	
27 16	Mitigation Survey										
		Mile	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 17	Jurisdiction Line Survey										
		Mile	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 18	Geotechnical Support										
		EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
27 19	Sectional / Grant Survey										
		EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	

Updated 1/15/2018

88 10/10/18
Kevin E Knudsen
2018.10.09 15:41:00 -04'00'

		Corner	0.00	0.00	0.00								
		Mile	0.00	0.00	0.00	1 to 2	0.00	0.00	0.00	0.00			
27.20	Subdivision Location						0.00	0.00	0.00	0.00			
		Block	0.00	0.00	0.00	0.125 to 2 per block	0.00	0.00	0.00	0.00			
27.21	Maintained RAW						0.00	0.00	0.00	0.00			
Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Crew Days Range	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours			
27.22	Boundary Survey	Mile	0.00	0.00	0.00	0.25 to 4	0.00	0.00	0.00	0.00			
		EA	0.00	0.00	0.00	1 to 15	0.00	0.00	0.00	0.00			
27.23	Water Boundary Survey						0.00	0.00	0.00	0.00			
		EA	0.00	0.00	0.00	1 to 15	0.00	0.00	0.00	0.00			
27.24	R/W Staking						0.00	0.00	0.00	0.00			
	Parcel / R/W Line	EA/Mile	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00			
27.25	R/W Monumentation						0.00	0.00	0.00	0.00			
		Point	0.00	0.00	0.00	See Basis for Staff Hour Range	0.00	0.00	0.00	0.00			
27.26	Line Cutting						0.00	0.00	0.00	0.00			
		Mile	0.00	0.00	0.00	1 to 4/mile							
27.27	Work Zone Safety												
		LS	1%	0.00	0.00	See Basis for Staff Hour ranges							
27.28	Miscellaneous Surveys												
		LA	1.00	1.00	3.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	15.00			
Survey Subtotal					Crew Days	3		Field Support Hours	0	Office Support Hours	15		
27.29	Supplemental Surveys												
		LA	0.00	0.00	0	See Basis for Staff Hour ranges	0.00	0	0.00	0			
27.30	Document Research						0.00	0	0.00	0			
		LA	0.00										
27.31	Field Reviews									0			
		LS	0.00							0			
27.32	Technical Meetings									0			
		LS	0.00							0			
27.33	Quality Assurance / Quality Control									0			
		LS								0			
27.34	Supervision								7%	1			
		LS											
27.35	Coordination								5%	1			
		LS											
27. Survey Total					Crew Days	3		Field Support Hours	0	Office Support Hours	18		

THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT
NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF
AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR.



Technical Meetings

Kickoff meeting with FDOT	EA	0	0	0
Baseline approval review	EA	0	0	0
Network Control review	EA	0	0	0
Vertical Control review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final submittal review	EA	0	0	0
Other meetings	EA	0	0	0
Subtotal technical meetings				0
Updated 10/5/2018				

SPLS =				15
PLS =				11
Office Support =				14
Total Hours =				27
SPLS =	Hours	Rate	Total	
PLS =		3 \$	\$	
Office Support =		9 \$	\$	
		15 \$	\$	
Total Support =			\$	


Estimator: Balmoral

SR 417 - Econ Trail to County Line (FTE)
417-134

Representing		Print Name		Signature / Date		
FTE		Susan Sadighi				
The Balmoral Group		Kevin Knudsen		 10/10/18 <small>Kevin E Knudsen 2018.10.08 11:36:05 -04:00</small>		
NOTE: Signature Block is optional, per District preference						
	Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
	Pass the Torch Meeting	EA	0	0	0	
	Preconstruction Meeting	EA	0	0	0	
	Weekly Construction Progress Meetings	EA	5	2	10	Assume attend 5 weekly meetings
	Partnering	EA	0	0	0	
####	Field Survey	LS	0	0	0	
	Review EAR's/CSI's	LS	0	0	0	
	Review Shop Drawings	EA	2	2	4	700 Sign Panels 2 @ 2 hrs/ea
	Field Reviews	EA	0	0	0	
	Respond to RFI's	EA	5	2	10	SPM - Assume 5 @ 2 hrs/ea
	Plan Revisions/KMZ Files	EA	2	2	4	Assume 2 @ 2 hrs/ea
	Prepare Thermoplastic Plans	LS	0	0	0	
	Structural Welding Inventory	LS	0	0	0	
	Review As-Builts and Closeout Activities	LS	1	4	4	
	Extinguish the Torch Meeting	EA	0	0	0	
	Final Inspection	EA	0	0	0	
	Coordinate with Other Agencies	LS	0	0	0	
Post Design Services Tasks Total					32	


Estimator: CES

SR 417 - Econ Trail to County Line (FTE)
417-134

Representing		Print Name		Signature / Date		
FTE		Susan Sadighi		 10/10/18		
Comprehensive Engineering Services, Inc.		Kevin Knudsen		Kevin E Knudsen 2018.10.08 11:36:30 -04'00'		
NOTE: Signature Block is optional, per District preference						
	Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
	Pass the Torch Meeting	EA	0	0	0	
	Preconstruction Meeting	EA	0	0	0	
	Weekly Construction Progress Meetings	EA	5	2	10	5 meetings @ 2 hrs each
	Partnering	EA	0	0	0	
####	Field Survey	LS	0	0	0	
	Review EAR's/CSI's	LS	0	0	0	
	Review Shop Drawings	EA	1	28	28	Lighting - 630 Conduit (Lighting) - 2 hrs, 635 Pull Boxes (Lighting) - 2 hrs, 715 Lighting Conductors - 2 hrs, 715 Light Pole Complete - 4 hrs, 715 Load Center (Lighting) - 2 hrs, 715 Luminares - 2 hrs ITS - 630 Conduit (ITS) - 2 hrs, 633 - Fiber Optic Cable (ITS) - 2 hrs, 635 - Pull Boxes (ITS) - 2 hrs, 641 - Prestressed Concrete Pole (ITS) - 2 hrs, 660 Vehicle Detection System (ITS) - 4 hrs, 684 - Network Devices (ITS) - 2 hrs
	Field Reviews	EA	0	0	0	
	Respond to RFI's	EA	1	40	40	Lighting - 6 @ 4 hrs each = 24, ITS - 4 @ 4 hrs = 16
	Plan Revisions/KMZ Files	EA	2	8	16	ITS - 1 @ 8 hrs ea = 8, Lighting - 1 @ 8 hrs ea = 8
	Prepare Thermoplastic Plans	LS	0	0	0	
	Structural Welding Inventory	LS	0	0	0	
	Review As-Builts and Closeout Activities	LS	1	16	16	2 disciplines @ 8 hours/ea = 16
	Extinguish the Torch Meeting	EA	0	0	0	
	Final Inspection	EA	0	0	0	
	Coordinate with Other Agencies	LS	1	12	12	CFX, Power Companies
Post Design Services Tasks Total					122	

Estimator: Tierra

SR 417 - Econ Trail to County Line (FTE)
417-134


Representing		Print Name		Signature / Date	
FTE		Susan Sadighi			
Tierra, Inc.		Kevin Knudsen		Kevin E Knudsen 2018.10.08.11:36:53.04'00'	

NOTE: Signature Block is optional, per District preference

Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
Pass the Torch Meeting	EA	0	0	0	
Preconstruction Meeting	EA	0	0	0	
Weekly Construction Progress Meetings	EA	2	2	4	2 mtgs @ 2/hrs ea
Partnering	EA	0	0	0	
#### Field Survey	LS	0	0	0	
Review EAR's/CSI's	LS	0	0	0	
Review Shop Drawings	EA	1	4	4	700 Sign Structure OT-12 Foundation
Field Reviews	EA	0	0	0	
Respond to RFI's	EA	2	2	4	
Plan Revisions/KMZ Files	EA	1	4	4	
Prepare Thermoplastic Plans	LS	0	0	0	
Structural Welding Inventory	LS	0	0	0	
Review As-Builts and Closeout Activities	LS	1	4	4	
Extinguish the Torch Meeting	EA	0	0	0	
Final Inspection	EA	0	0	0	
Coordinate with Other Agencies	LS	0	0	0	
Post Design Services Tasks Total				20	

Estimator: FR Aleman

SR 417 - Econ Trail to County Line (FTE)
417-134


Representing	Print Name		Signature / Date		
FTE					
FR Aleman			 Kevin E Knudsen 2018.10.08 11:37:19 -na\prv		
NOTE: Signature Block is optional, per District preference					
Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
Pass the Torch Meeting	EA	1	0	0	
Preconstruction Meeting	EA	1	0	0	
Weekly Construction Progress Meetings	EA	1	0	0	
Review Shop Drawings	LS	1	16	16	Electrical (ITS) - 639 Power Service Assembly - 4 hrs, 685 Uninterruptable Power Supply - 4 hrs Electrical (Lighting) - 715 Load Center - 8 hrs
Field Reviews	EA	1	0	0	
Respond to RFI's	LS	1	32	32	Electrical (ITS) - 4 @ 4 hrs each = 16 Hours Electrical (LTG) - 4 @ 4 hrs each = 16 Hours
Plan Revisions	LS	1	8	8	
Prepare Thermoplastic Plans	LS	1	0	0	
Structural Welding Inventory	LS	1	0	0	
Review As-Builts and Closeout Activities	LS	1	8	8	2 ELE (LTG), ELE (ITS) @ 4 hours/ea = 8
Extinguish the Torch Meeting	EA	1	0	0	
Final Inspection	EA	0	0	0	
Coordinate with Other Agencies	LS	0	0	0	
Post Design Services Tasks Total				64	

CONSENT AGENDA ITEM
#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 27, 2018

SUBJECT: Approval for the Executive Director to Execute the Department Funded Agreement Between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for Improvements to the Central Florida GreeneWay (SR 417) from Aloma Avenue to University Boulevard, Contract No. 001492

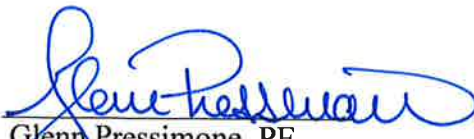
Board approval is requested for the Executive Director to execute the Department Funded Agreement Between Florida's Turnpike Enterprise (FTE) and the Central Florida Expressway Authority (CFX) for Improvements to the Central Florida GreeneWay (SR 417) from Aloma Avenue to University Boulevard.

On June 29, 2018 the Board approved the Department Funded Agreement Between FTE and CFX for Construction and Maintenance of Improvements to SR 417 from Aloma Avenue to University Boulevard. In that agreement, FTE requested that CFX construct improvements to SR 417 within the jurisdictional limits of FTE as part of CFX's widening project.

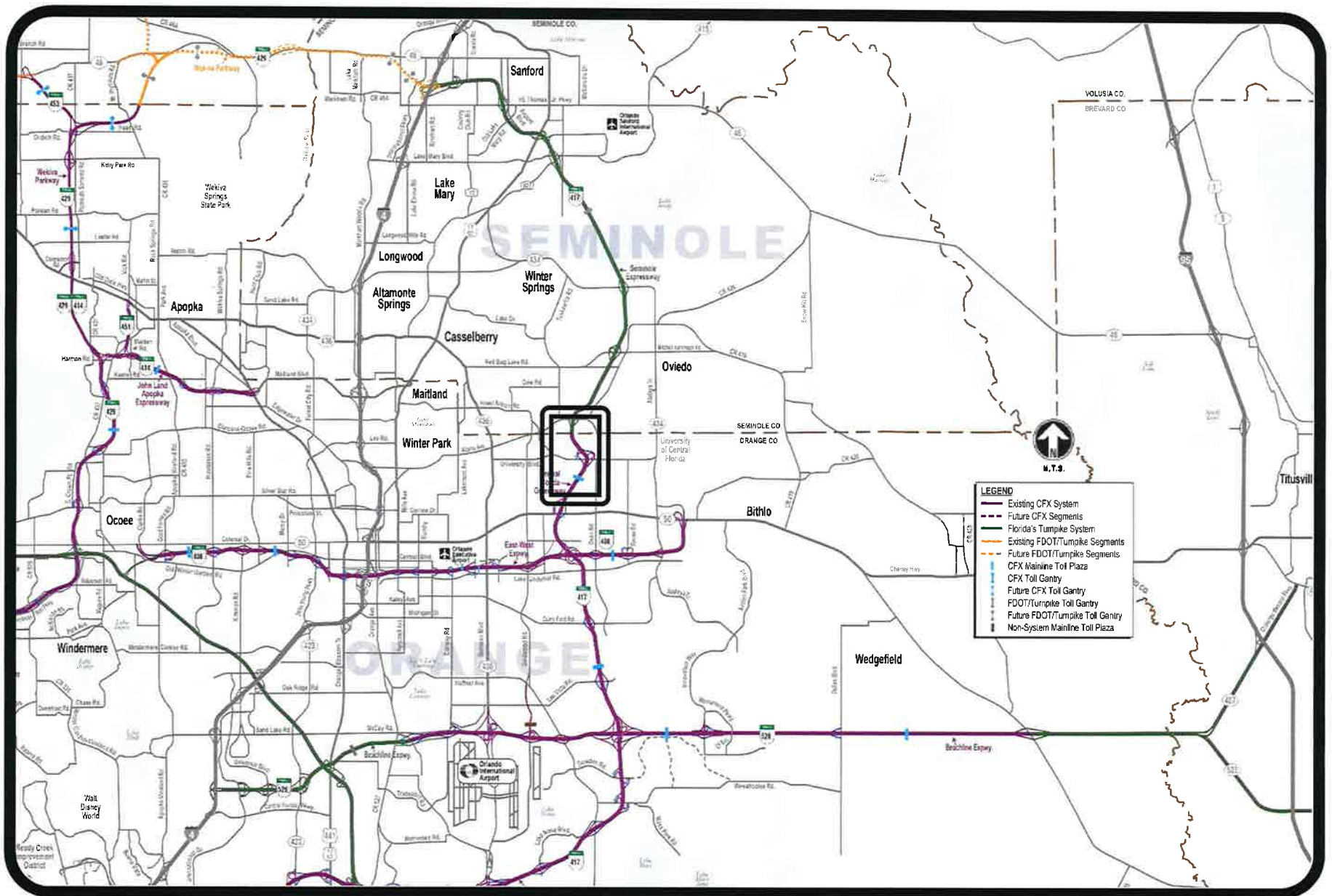
This agreement provides full reimbursement from FTE to CFX for all costs associated with additional post design services related to the construction phase of the SR 417 Widening from Econlockhatchee Trail to the Seminole County Line, Project 417-134.

The total reimbursement from FTE to CFX as outlined in the agreement is estimated to be \$97,347.07.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





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

**DEPARTMENT FUNDED AGREEMENT
BETWEEN
FLORIDA'S TURNPIKE ENTERPRISE AND
THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FOR IMPROVEMENTS TO
THE CENTRAL FLORIDA GREENEWAY (S.R. 417)
FROM ALOMA AVENUE TO UNIVERSITY BOULEVARD**

CFX CONTRACT NO. 001492

This Department Funded Agreement for Improvements to the Central Florida Greenway (S.R. 417) from Aloma Avenue to University Boulevard, CFX Contract No. 001492, is made and entered into by and between **THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE**, an executive agency of the State of Florida having a business address located at Florida's Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as "FTE" and sometimes referred to as "Department"), its successors and assigns, and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the State of Florida, with a business address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as the "CFX").

RECITALS:

WHEREAS, FTE is authorized by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System;

WHEREAS, FTE is authorized under Section 338.2216(2), Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Florida Turnpike System; and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes;

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

WHEREAS, FTE owns and operates the Florida Turnpike Enterprise System, a system of limited access toll roads;

WHEREAS, S.R. 417 is a limited access toll road forming the eastern beltway around the city of Orlando, portions of which are owned, operated, and maintained by CFX as part of the Central Florida Expressway System and portions of which are owned, operated and maintained by FTE as part of the Florida Turnpike Enterprise System;

WHEREAS, the northern jurisdictional limit between the Central Florida Expressway Authority System and the Florida Turnpike Enterprise System on S.R. 417 is the Orange/Seminole County Line;

WHEREAS, CFX is currently in the construction phase for the widening of S.R. 417 from Econlockhatchee Trail north to the Orange/Seminole County Line, CFX Project No. 417-134 (hereinafter referred to as the “Project”);

WHEREAS, the Engineer of Record for post-design services related to the construction phase of the Project is Dewberry Engineers, Inc. (hereinafter referred to as “Dewberry”);

WHEREAS, Dewberry is currently under contract with CFX for post-design services related to the Project through Supplemental Agreement No. 2 to CFX Contract No. 001153, attached as **Exhibit “A”**;

WHEREAS, FTE and CFX entered into a Department Funded Agreement Between Florida’s Turnpike Enterprise and the Central Florida Expressway Authority for Improvements to the Central Florida Greenway (S.R. 417) From Econlockhatchee Trail to the Seminole County Line, CFX Project No. 417-134, CFX Contract No. 001320, with an Effective Date of April 25, 2017 wherein FTE requested CFX, via a Supplemental Agreement with Dewberry to complete design of FTE Improvements that are a part of FPID project number 427690-1-32-03t;

WHEREAS, FTE and CFX entered into a Department Funded Agreement Between Florida’s Turnpike Enterprise and the Central Florida Expressway Authority for Construction and Maintenance of Improvements to the Central Florida Greenway (S.R. 417) from Aloma Ave. to University Ave., CFX Contract No. 001453, with an Effective Date of July 18, 2018, wherein CFX agreed to include construction of the FTE Improvements in its bidding documents for the CFX Project;

WHEREAS, FTE now requires post-design services from Dewberry related to the construction phase of the same FTE Improvements;

WHEREAS, for the mutual benefit of CFX and FTE customers traveling on S.R. 417 and to simplify the prosecution of work between the Project and FTE Project, FTE has requested that CFX enter into a Supplemental Agreement with Dewberry to provide additional post-design services related to the FTE Improvements, hereinafter “Dewberry Supplemental Agreement No. 2A.” The scope of services for the post-design services and the proposed Dewberry Supplemental Agreement No. 2A are attached as **Exhibit “B”** and is hereby incorporated by reference;

WHEREAS, FTE has agreed to provide an advance payment to CFX for all post-design fees associated with the Dewberry Supplemental Agreement No. 2A for the FTE Project; and

WHEREAS, CFX and FTE desire to formalize the terms and conditions for FTE’s payment of the post-design fees to CFX for the FTE Project.

NOW THEREFORE, in consideration of the mutual benefits, conditions, promises, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.

2. **FTE Project Scope of Work.** The FTE Project post-design services to be provided by CFX through the Dewberry Supplemental Agreement No. 2A to CFX Contract No. 001153 are set forth in **Exhibit "B"**. The total estimated cost of the FTE Project is **Ninety-Seven Thousand Three Hundred Forty-Seven and 07/100ths (\$97,347.07)**.
3. **Term.** The term of this Agreement shall begin upon the Effective Date (as defined in Section 22 below) and shall end 12 months following completion of construction of the FTE Project. This Agreement will expire at the end of the term unless an extension of the term is requested by FTE prior to the expiration of the term and CFX grants such extension in writing.
4. **FTE's Responsibilities.**
 - a. The payment of funds under this Agreement will be made directly to CFX for deposit.
 - b. FTE shall designate a project manager for the FTE Project to coordinate with CFX's designated project manager for its Project.
 - c. FTE will provide reviews of shop drawings, plans revisions, RFI's & RFM's of the FTE Project within fourteen (14) business days from receipt of a submittal from Dewberry.
 - d. At the request of CFX, FTE will assist Dewberry with permit agency coordination pertaining to the Project and the FTE Project (collectively referred to as the "Projects").
5. **CFX's Responsibilities.**
 - a. In reliance upon FTE's advance payment of the above-referenced funds, CFX shall be responsible for executing a Supplemental Agreement No. 2A with Dewberry in the same amount for post-design of the FTE Project.
 - b. CFX shall designate a project manager for the FTE Project to manage and coordinate any and all matters between FTE's designated project manager for its FTE Project and Dewberry.
 - c. All FTE Project plans preparation & construction submittals within FTE's right of way shall be in accordance with the current FDOT and TPPPH standards and specifications.
6. **Financial Provisions.**
 - a. FTE shall advance an amount of **Seventy-Seven Thousand Eight Hundred Seventy-Seven and 66/100ths (\$77,877.66)**, which is equal to 80% of 100% of FTE's participation in the estimated cost of the post-design work on the FTE Project. The remaining 20% shall be withheld by FTE as a retainage amount to draw upon pursuant to Subsection 6.k. Any retainage amount that is not forfeited pursuant to Subsection 6.k will be paid to CFX upon FTE's acceptance of the work.

- b. The advance payment amount under Subsection 6.a shall be released after execution of this Agreement on or before **January 31, 2019**.
- c. The advanced amount must be accounted for separately from other funds of CFX.
- d. CFX shall invoice FTE upon completion of each deliverable for costs incurred. The amount advanced will be subtracted from each invoice only after such amounts are reviewed and approved by FTE's project manager.
- e. All invoices submitted to FTE must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
- f. CFX must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
- g. Each monthly invoice subsequent to the first invoice from CFX must contain a statement from CFX that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by CFX to the contractor(s) or consultant(s).
- h. CFX will submit an invoice for the advance.
- i. Invoices shall be submitted by CFX in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in the Scope of Services attached as part of **Exhibit "B."** Deliverables must be received and accepted in writing by FTE's project manager prior to payments.
- j. There shall be no reimbursement for travel expenses under this Agreement.
- k. If FTE determines that the performance of Dewberry is unsatisfactory, FTE shall notify CFX of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FTE. CFX or its Engineer of Record, Dewberry, shall, within five days after notice from FTE, provide FTE with a corrective action plan describing how Dewberry will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FTE, CFX shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount, which will be passed on to Dewberry. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until CFX or Dewberry resolves the deficiency. If the deficiency is subsequently resolved, CFX may bill FTE for the retained amount during the next billing period. If CFX is unable to cause Dewberry to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

- l. Any unused funds remaining at the conclusion/termination of the Agreement will be due to FTE within 180 days of the completion/termination of the project.
- m. If a payment to CFX from FTE is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to CFX. Interest penalties of less than one (1) dollar will not be enforced unless CFX requests payment. Invoices that have to be returned to CFX because of CFX preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- n. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for CFX who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- o. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include CFX's general accounting records and the FTE Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the FTE Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- p. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

- q. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
 - r. The parties agree to comply with Section 20.055(5), F.S., and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The parties agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
7. CFX and its engineer of record, Dewberry, shall:
- a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CFX during the term of this Agreement; and
 - b. Expressly require any contractors and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(Executive Order Number 11-116).

8. CFX shall cause Dewberry to add FTE as an additional insured under the Commercial General Liability coverage and Business Automobile Liability Coverage insurance policies provided for in sections 16.1 and 16.2 of the "Scope of Work" in the Dewberry Supplemental Agreement No. 2A to CFX Contract No. 001153, attached as **Exhibit "B,"** as provided by law. The insurance shall remain in effect until acceptance of the design work by FTE. Prior to commencement of the FTE Project and on such other occasions as either party may reasonably require, CFX shall provide FTE with certificates documenting that the required insurance coverage with Dewberry is in place and effective.
9. To the extent that there are design professional services subject to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, CFX shall cause Dewberry, through the execution of the Supplemental Agreement, to indemnify and hold harmless FTE and CFX, and their officers and employees, from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Dewberry and other persons employed or utilized by Dewberry in the performance of this Agreement. Nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. Nothing 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. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. The indemnities given by Dewberry in connection with the FTE Project shall survive termination of this Agreement. The insurance coverage and limits

required in this Agreement may or may not be adequate to protect the FTE and such insurance coverage shall not be deemed a limitation of the indemnities to the FTE set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida. Furthermore, all of CFX's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

10. **Notices; Service of Process.** All notices, requests, certificates, or other communications shall be sufficiently given and shall be deemed given when hand-delivered, mailed by registered or certified mail postage prepaid, return receipt required or overnight courier service with guaranteed next day delivery to the parties at the following addresses:

To FTE:

Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To CFX:

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

With Copy to:

General Counsel
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

Either of the above parties may, by notice in writing given to the other, alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

11. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
12. **Entire Agreement.** This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.
13. **Jurisdiction and Venue.** This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie within a Florida circuit court having jurisdiction over the parties.
14. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
15. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
16. **Public Records Law.** The parties shall allow public access to all public records made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.
17. **Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
18. **Waiver.** The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
19. **Assignment.** This Agreement may not be assigned without the written consent of the parties.
20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to

confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

21. **No Contingent Fees.** The parties warrant that they have not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement. For the breach or violation of this provision, CFX shall have the right to terminate the Agreement without liability at its discretion.
22. **Effective Date.** This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.

IN WITNESS WHEREOF, FTE and CFX have executed this Department Funded Agreement for Improvements to the Central Florida Greenway (S.R. 417) from Aloma Avenue to University Boulevard on behalf of the parties for the purposes herein expressed on the dates indicated below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____
Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise

DATE: _____

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Executive Director

DATE: _____

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
General Counsel

Exhibits:

- A. CFX Supplemental Agreement No. 2 with Dewberry for Post Design Services
- B. CFX Supplemental Agreement No. 2A with Dewberry for Additional Post Design Services related to the Construction Phase of the FTE Project

EXHIBIT A

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 417-134)

S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 12th day of April, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DEWBERRY ENGINEERS, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.24 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 16th Day of June 2016 provides that after completion of the services outlined in Exhibit "A" for Project Number 417-134 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated March 21, 2018 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated March 21, 2018. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$421,028.27.

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

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

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

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

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

Witness: [Signature]
Assistant Secretary

By: [Signature]
Director of Procurement

REVIEWED AND APPROVED
BY LEGAL [Signature]
5/8/2018

DEWBERRY ENGINEERS, INC.

Witness: [Signature]
Print Name: Don Hammarick
Title: VICE PRESIDENT

By: [Signature]
Print Name: Kevin Knudson
Title: Vice President

Exhibit "A"

Project 417-134

S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line Post-Design Scope of Services (Section 4.24)

4.24 Post Design Services

A. Compensation

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

B. General Support

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

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

C. Pre-bid Conference

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

D. Addenda

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

E. Field Visits

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

F. Shop Drawing Reviews

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

G. Post-Design Contact

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

H. Timeliness

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

I. Meetings

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

J. Bridge Load Ratings

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

K. Geotechnical Engineering

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

L. Utilities

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

M. Record Drawings

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

Dewberry

Project # 417-134 - SR 417 Widening

Post Design Services

2/28/2018

Dewberry

TOTAL CONTRACT FEE COMPUTATIONS

Check Appropriate Box

Total Activity Salary Costs	\$131,383.48
Post Design Multiplier	2.62
Subtotal	\$344,172.27
Field Survey (10 days @ \$1,253.04/Day)	\$12,530.40
Dewberry Fee Total	\$356,702.67

☒ (X) Initial Estimate Post Design
☐ () Revised Estimate No. 1 Post Design
☐ () Revised Estimate No. 2 Post Design
☐ () Revised Estimate No. 3 Post Design
☐ () Revised Estimate No. 4 Post Design
☐ () Revised Estimate No. 5 Post Design

SUBCONSULTANTS

CES	\$34,244.20
Balmoral	\$18,050.30
Tierra	\$12,031.10

SUBCONSULTANT SUBTOTAL	\$64,325.60
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MAXIMUM FEE \$421,028.27

EXHIBIT B

SUPPLEMENTAL AGREEMENT NO. 2A
TO
AGREEMENT FOR PROFESSIONAL SERVICES
ADDITIONAL POST DESIGN SERVICES (FOR 417-134)

S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DEWBERRY ENGINEERS, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Sections 4.24 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 16th Day of June 2016 provides that after completion of the services outlined in Exhibit "A" for Project Number 417-134 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Additional Post Design Services required as outlined in the correspondence from Florida's Turnpike Enterprise to CFX dated October 11, 2018 which is attached hereto and made a part of this Supplemental Agreement.
2. All invoices from the CONSULTANT for Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in Supplemental Agreement No. 2. There will be no direct expenses reimbursed as part of this Supplemental Agreement. The maximum fee for Additional Post Design Services shall be \$97,347.07.
3. The Department Funded Agreement between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for Improvements to the Central Florida Greenway (S.R. 417) from Aloma Avenue to University Boulevard, CFX Contract No. 001492 will be referred to as the "CFX-FTE Post Design Agreement", which is attached hereto and made a part of this Supplemental Agreement. In accordance with the terms of the CFX-FTE Post Design Agreement, and for good and valuable consideration for the

execution of this Supplemental Agreement, the CONSULTANT agrees that this Supplemental Agreement shall include the following additional provisions:

- a. Per paragraph 6.j. of the CFX-FTE Post Design Agreement, there shall be no reimbursement for travel expenses under this Supplemental Agreement.
- b. Per paragraph 6.k. of the CFX-FTE Post Design Agreement, if FTE or CFX determine that the performance of CONSULTANT is unsatisfactory, CFX shall notify CONSULTANT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by CFX. CONSULTANT shall, within five days after notice from CFX, provide CFX with a corrective action plan describing how CONSULTANT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to CFX, CONSULTANT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until CONSULTANT resolves the deficiency. If the deficiency is subsequently resolved, CONSULTANT may bill CFX for the retained amount during the next billing period. If CONSULTANT is unable to resolve the deficiency, the funds retained may be forfeited at the end of this Supplemental Agreement's term.
- c. In accordance with paragraph 6.o. of the CFX-FTE Post Design Agreement, records of costs incurred under the terms of this Supplemental Agreement

shall be maintained and made available upon request to the CFX at all times during the period of this Supplemental Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the CFX upon request. Records of costs incurred include CONSULTANT's general accounting records and the FTE Project records, together with supporting documents and records, of all subcontractors performing work on the FTE Project, and all other records of CONSULTANT and its subcontractors considered necessary by CFX for a proper audit of costs. (Section 287.058(4), F.S.).

- d. Per paragraph 8 of the CFX-FTE Post Design Agreement, CONSULTANT shall add FTE as an additional insured under the Commercial General Liability coverage and Business Automobile Liability Coverage insurance policies provided for in sections 16.1 and 16.2 of the Agreement for Professional Services in CFX Contract No. 001153, as provided by law. The insurance shall remain in effect until acceptance of the design work by FTE. Prior to commencement of the FTE Project and on such other occasions as CFX may reasonably require, CONSULTANT shall provide CFX with certificates documenting that the required insurance coverage is in place and effective.
- e. Per paragraph 9 of the CFX-FTE Post Design Agreement, to the extent that there are design professional services subject to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, CONSULTANT shall indemnify and hold harmless FTE and CFX,

and their officers and employees, from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Supplemental Agreement. Nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. Nothing 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. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. CONSULTANT's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities given by CONSULTANT in connection with the FTE Project shall survive termination of this Supplemental Agreement. The insurance coverage and limits required in this Supplemental Agreement may or may not be adequate to protect CFX or FTE and such insurance coverage shall not be deemed a limitation of the indemnities to CFX or FTE set forth in this Supplemental Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Supplemental Agreement, in accordance with the laws of the State of Florida.

4. Section 4.24 of the original Agreement for Professional Services is amended to include the additional services outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.
5. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DEWBERRY ENGINEERS, INC.

Witness: _____

By: _____

Print Name:

Print Name:

Title:

Title:

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES
Post Design Services

Florida's Turnpike Enterprise
FPID: 429335-3-58/88-01
SR 417 from Econlockhatchee Trail to Seminole County Line
Orange County, Florida
October 1, 2018

I PURPOSE

The purpose of this Amendment for the performance of Post Design Services by the CONSULTANT for the Project mentioned above.

The CONSULTANT shall perform Post Design Services in accordance with provisions of the Department Funded Agreement between Florida's Turnpike Enterprise and the Central Florida Expressway Authority for design services related to the referenced project.

II SERVICES TO BE PROVIDED BY THE CONSULTANT

At the request of the Florida's Turnpike Enterprise (FTE), the CONSULTANT shall:

1. As requested by the DEPARTMENT, attend pre-construction meetings, participate in progress meetings during construction, attend "Pass the Torch" and "Extinguish the Torch" meetings, final inspection, etc. Minutes of these meetings are the responsibility of the Construction Engineering Inspection (CEI) firm. However, the CONSULTANT should record, as a minimum, the items that require his/her response or action thereto.
2. Attend field meetings as requested by the DEPARTMENT to review questions on design. Minutes of these meetings are the responsibility of the Construction Engineering Inspection (CEI) firm.
3. The CONSULTANT shall prepare design and plan changes as requested by the DEPARTMENT and provide the DEPARTMENT with plans and design calculations for implementation of the requested changes. The CONSULTANT will provide two (2) updates of the KMZ files showing the plan revisions.
4. The CONSULTANT shall provide engineering assistance in answering requests for information (RFIs).
5. Evaluate Contractor generated engineering analysis, cost savings initiatives and/or concepts necessary to adjust construction methods to field conditions.
6. Coordinate as needed with other agencies.

7. The CONSULTANT shall review shop drawings in accordance with Florida's Turnpike Enterprise Shop Drawing Review Process for Design-Bid-Build Projects for all components of the Project.
8. The CONSULTANT shall provide survey services, as necessary, throughout the construction period. The effort will include recovering the alignment, reference points and bench marks within the project limits. Any other miscellaneous survey tasks required will also be performed.
9. The CONSULTANT shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction for review of design plans. This person will be the same staff that will be available to attend the weekly progress meetings.
10. The Engineer of Record shall review other plans within the project limits that affect the Project mentioned above.

Project Staff Hour Summary

Name of Consultant:

Dewberry

SR 417, Econ Trail to Seminole County Line, FTE, Post Design
417-134

Activity No.	Activity	Project Staff Hours													Total Hours
		Dewberry	CES	Balmoral	Tierra	FR Aleman	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	
3	Project Common and General Tasks	380	122	32	20	64									618
4	Roadway Analysis	0													0
5	Roadway Plans	0													0
6a	Drainage Analysis	0													0
6b	Drainage Plans	0													0
7	Utilities	0													0
8	Env. Permits, Compliance & Clearances	0													0
9	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10	BDR	0													0
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	0													0
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	0													0
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	0													0
20	Signing & Pavement Marking Plans	0													0
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0													0
25	Landscape Architecture Analysis	0													0
26	Landscape Architecture Plans	0													0
27	Survey - Field and Office Support	27													27
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LIDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0													0
Project Total		407	122	32	20	64	0	0	0	0	0	0	0	0	645
27	Survey Field Crew Days	3													3

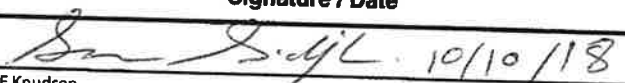
- Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

Project Activity 3: General Tasks

Estimator: Dewberry

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	 10/10/18
Dewberry	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:32:07 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	

Project Activity 3: General Tasks

88 10/19/18
Kevin E Knudsen
2018.10.09 15:37:57 -04'00'

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	20	4	80	Includes Monthly Progress Reports; 20 month construction duration
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	See listing below
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	300	300	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					380	

Project Activity 3: General Tasks

Estimator: Balmoral

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	 10/10/18
The Balmoral Group	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:32:40 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	

Project Activity 3: General Tasks

SS 10/10/18
Kevin E Knudsen
2018.10.09 15:38:35 -04'00'


Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	See listing below
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	0	1	32	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					32	

Project Activity 3: General Tasks

Estimator: CES

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	
CES	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:33:06 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	

Project Activity 3: General Tasks

88 10/10/18
Kevin E Knudsen
2018.10.09 15:39:02 -04'00'


Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	122	122	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					122	

Project Activity 3: General Tasks

Estimator: Tierra

SR 417 - Econ Trail to County Line (FTE)

417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	
Tierra, Inc.	Kevin Knudsen	Kevin E Knudsen 2018.10.08 11:33:28 -04'00'

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	


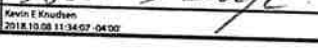
Project Activity 3: General Tasks

88 10/10/18
Kevin E Knudsen
2018.10.09 15:39:28 -04'00'

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	20	20	
3.9	Digital Delivery	LS	0	0	0	
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					20	

Estimator: FR Aleman

SR 417 - Econ Trail to County Line (FTE)
417-134

Representing	Print Name	Signature / Date
FDOT District	Susan Sadighi	 10/10/18
FR Aleman	Kevin Knudsen	 10/10/18

Kevin E Knudsen
2018.10.08 11:34:07 -0400

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	0	0	0	
3.1.2	Notifications	LS	0	0	0	
3.1.3	Prepare Mailing Lists	LS	0	0	0	
42552.0	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	0	0	0	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	0	0	0	
3.1.9	Public Meeting Preparations	LS	0	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	0	0	0	
3.1.11	Other Agency Meetings	LS	0	0	0	
3.1.12	Web Site	LS	0	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	0	0	0	
3.4	Contract Maintenance and EDMS	LS	0	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	0	0	0	
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	1	64	64	
3.9	Digital Delivery	LS	0	0	0	

88 10/10/18
Kevin E Knudsen
2018.10.09 15:39:55 -04'00'

3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.12	Other Project General Tasks	LS	0	0	0	
3. Project Common and Project General Tasks Total					64	


3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LIDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Estimator: Dewberry

SR 417 - Econ Trail to County Line (FTE)
417-134

Representing		Print Name		Signature / Date	
FTE		Susan Sadighi			
DEWBERRY		Kevin Knudsen		10/10/18 <small>Kevin E Knudsen 2018.10.08 11:34:37 -0400</small>	

NOTE: Signature Block is optional, per District preference

Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
Pass the Torch Meeting	EA	0	0	0	
Preconstruction Meeting	EA	0	0	0	Included in CFX
Weekly Construction Progress Meetings	EA	0	0	0	Included in CFX
Partnering	EA	0	0	0	Included in CFX
#### Field Survey	LS	1	0	0	See Dewberry Survey Sheet
Review EAR's/CSI's	LS	1	0	0	
Review Shop Drawings	EA	1	40	40	Total - 40 hrs (See Shop Drawing Detail Sheet)
Field Reviews	EA	1	24	24	Total - 24 hrs Roadway - 2 Field visits at 4 hrs each = 8 hrs Utilities - 1 Field visit at 4 hrs each = 4 hrs Structures - 1 Field visit at 4 hrs each = 4 hrs Drainage - 2 Field visit at 4 hrs ea = 8 hrs
Respond to RFI's	EA	1	120	120	Total - 120 hrs Roadway/MOT - 20 @ 4 hrs each = 80 Utilities - 2 @ 4 hrs each = 8 Structures - 2 @ 4 hrs each = 8 hrs Drainage - 6 @ 4 hrs each = 24 hrs

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 Kevin E Knudsen
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Plan Revisions	EA	1	28	28	Total - 40 hrs Roadway - 2 @ 8 hrs ea = 16 hrs (Assumes 2 revisions) Structures - 1 @ 4 hrs ea = 4 hrs Drainage - 1 @ 8 hrs = 8 hrs
Prepare Thermoplastic Plans	LS	0	0	0	N/A
Structural Welding Inventory	LS	0	0	0	Included in CFX
Review As-Builts and Closeout Activities	LS	1	48	48	3 disciplines @ 16 hours/ea = 48
Extinguish the Torch Meeting	EA	1	4	4	PM at meeting
Final Inspection	EA	1	4	4	PM at inspection
Coordinate with Other Agencies	LS	1	32	32	Utilities, CFX
Post Design Services Tasks Total				300	

Estimator: Dewberry

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Kevin E Knudsen
2018.10.08 11:35:16 -04'00'

Summary of Shop Drawings:

Component	No. Of Units	Hours / Unit	Total Hours	Notes
455 Auger Cast Plan	1	4	4	Sign Structure OT-12
456 Drilled Shaft Plan	0	0	0	N/A
700 Overhead Sign Structure OT-12	1	24	24	1 Span
1050 Utility Pipe Shop Drawings	1	4	4	Water Service
430/556 Jack and Bore Pipe Culverts	1	8	8	
TOTAL			40	

Project Activity 27: Survey

Estimator Dawberry
Form Revised 4/15/07

SR 417 - Econ Trail to County Line (FTE) County Line (FTE)

Kevin E Knudsen
2018.10.08 11:35:38 -04'00'

88 10/10/18

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Crew Days Range	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27 01	Horizontal Project Network Control (HPNC)										
	2-Lane Roadway	Mile	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27 02	Vertical Project Network Control (VPNC)										
	2-Lane Roadway	Mile	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	Mile	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27 03	Alignment and Existing R/W Lines										
		Mile	0.00	0.00	0.00	1 to 7/mile	0.00	0.00	0.00	0.00	
42552.00	Aerial Targets										
	2-Lane Roadway	EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27 05	Reference Points										
	2-Lane Roadway	EA	0.00	0.00	0.00	8 to 24 pts/day	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
	Interstate	EA	0.00	0.00	0.00		0.00	0.00	0.00	0.00	
27 06	Digital Terrain Model DTM/3D										
		Mile	0.00	0.00	0.00	1 to 10	0.00	0.00	0.00	0.00	
27 07	Topography (2D)										
		Mile	0.00	0.00	0.00	3 to 20	0.00	0.00	0.00	0.00	
27 08	Roadway Cross-Sections/Profiles										
		Mile	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 09	Side Street Surveys										
		Mile	0.00	0.00	0.00	1 to 2	0.00	0.00	0.00	0.00	
27 10	Underground Utilities										
	Designates	Mile/Spot	0.00	0.00	0.00	1 to 2	0.00	0.00	0.00	0.00	
	Locates	Point	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
	Survey	LS	1.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
27 11	Outfall Survey										
		Mile	0.00	0.00	0.00	1 to 15	0.00	0.00	0.00	0.00	
27 12	Drainage Survey										
		EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
27 13	Bridge Survey										
	Minor / Major	EA	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 14	Channel Survey										
		EA	0.00	0.00	0.00	1 to 12	0.00	0.00	0.00	0.00	
27 15	Pond Site Survey										
		EA	0.00	0.00	0.00	1 to 18	0.00	0.00	0.00	0.00	
27 16	Mitigation Survey										
		Mile	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 17	Jurisdiction Line Survey										
		Mile	0.00	0.00	0.00	1 to 4	0.00	0.00	0.00	0.00	
27 18	Geotechnical Support										
		EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	
27 19	Sectional / Grant Survey										
		EA	0.00	0.00	0.00	See Basis for Staff Hour ranges	0.00	0.00	0.00	0.00	

Updated 10/6/2018

88 10/10/18

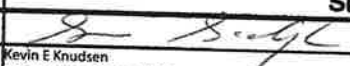
Kevin E Knudsen
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THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT
NEGOTIATIONS THIS ITEM CAN ONLY BE USED IF
AUTHORIZED IN WRITING BY THE DISTRICT SUPERVISOR

		SPLS =	
		PLS =	
		Office Support =	
		Total Hours =	
	Hours	Rate	Total
SPLN =	3	\$	\$
PLS =	9	\$	\$
Office Support =	15	\$	\$
		Total Support.	\$

Estimator: Balmoral

SR 417 - Econ Trail to County Line (FTE)
417-134


Representing		Print Name		Signature / Date	
FTE		Susan Sadighi			
The Balmoral Group		Kevin Knudsen		Kevin E Knudsen 2018.10.08 11:36:05 -04'00'	

NOTE: Signature Block is optional, per District preference

Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
Pass the Torch Meeting	EA	0	0	0	
Preconstruction Meeting	EA	0	0	0	
Weekly Construction Progress Meetings	EA	5	2	10	Assume attend 5 weekly meetings
Partnering	EA	0	0	0	
#### Field Survey	LS	0	0	0	
Review EAR's/CSI's	LS	0	0	0	
Review Shop Drawings	EA	2	2	4	700 Sign Panels 2 @ 2 hrs/ea
Field Reviews	EA	0	0	0	
Respond to RFI's	EA	5	2	10	SPM - Assume 5 @ 2 hrs/ea
Plan Revisions/KMZ Files	EA	2	2	4	Assume 2 @ 2 hrs/ea
Prepare Thermoplastic Plans	LS	0	0	0	
Structural Welding Inventory	LS	0	0	0	
Review As-Builts and Closeout Activities	LS	1	4	4	
Extinguish the Torch Meeting	EA	0	0	0	
Final Inspection	EA	0	0	0	
Coordinate with Other Agencies	LS	0	0	0	
Post Design Services Tasks Total				32	

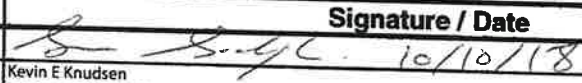
Estimator: CES

SR 417 - Econ Trail to County Line (FTE)
417-134

Representing		Print Name		Signature / Date	
FTE		Susan Sadighi		 10/10/18	
Comprehensive Engineering Services, Inc.		Kevin Knudsen		Kevin E Knudsen 2018.10.08 11:36:30 -04'00'	
NOTE: Signature Block is optional, per District preference					
Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
Pass the Torch Meeting	EA	0	0	0	
Preconstruction Meeting	EA	0	0	0	
Weekly Construction Progress Meetings	EA	5	2	10	5 meetings @ 2 hrs each
Partnering	EA	0	0	0	
#### Field Survey	LS	0	0	0	
Review EAR's/CSI's	LS	0	0	0	
Review Shop Drawings	EA	1	28	28	Lighting - 630 Conduit (Lighting) - 2 hrs, 635 Pull Boxes (Lighting) - 2 hrs, 715 Lighting Conductors - 2 hrs, 715 Light Pole Complete - 4 hrs, 715 Load Center (Lighting) - 2 hrs, 715 Luminares - 2 hrs ITS - 630 Conduit (ITS) - 2 hrs, 633 - Fiber Optic Cable (ITS) - 2 hrs, 635 - Pull Boxes (ITS) - 2 hrs, 641 - Prestressed Concrete Pole (ITS) - 2 hrs, 660 Vehicle Detection System (ITS) - 4 hrs, 684 - Network Devices (ITS) - 2 hrs
Field Reviews	EA	0	0	0	
Respond to RFI's	EA	1	40	40	Lighting - 6 @ 4 hrs each = 24, ITS - 4 @ 4 hrs = 16
Plan Revisions/KMZ Files	EA	2	8	16	ITS - 1 @ 8 hrs ea = 8, Lighting - 1 @ 8 hrs ea = 8
Prepare Thermoplastic Plans	LS	0	0	0	
Structural Welding Inventory	LS	0	0	0	
Review As-Builts and Closeout Activities	LS	1	16	16	2 disciplines @ 8 hours/ea = 16
Extinguish the Torch Meeting	EA	0	0	0	
Final Inspection	EA	0	0	0	
Coordinate with Other Agencies	LS	1	12	12	CFX, Power Companies
Post Design Services Tasks Total				122	

Estimator: Tierra

SR 417 - Econ Trail to County Line (FTE)
417-134

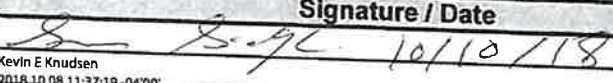
Representing		Print Name		Signature / Date	
FTE		Susan Sadighi			
Tierra, Inc.		Kevin Knudsen		Kevin E Knudsen 2018.10.09 11:26:52 -04'00'	

NOTE: Signature Block is optional, per District preference

	Activity	Units	No of Units	Hours / Unit	Total Hours	Comments
	Pass the Torch Meeting	EA	0	0	0	
	Preconstruction Meeting	EA	0	0	0	
	Weekly Construction Progress Meetings	EA	2	2	4	2 mtgs @ 2/hrs ea
	Partnering	EA	0	0	0	
####	Field Survey	LS	0	0	0	
	Review EAR's/CSI's	LS	0	0	0	
	Review Shop Drawings	EA	1	4	4	700 Sign Structure OT-12 Foundation
	Field Reviews	EA	0	0	0	
	Respond to RFI's	EA	2	2	4	
	Plan Revisions/KMZ Files	EA	1	4	4	
	Prepare Thermoplastic Plans	LS	0	0	0	
	Structural Welding Inventory	LS	0	0	0	
	Review As-Builts and Closeout Activities	LS	1	4	4	
	Extinguish the Torch Meeting	EA	0	0	0	
	Final Inspection	EA	0	0	0	
	Coordinate with Other Agencies	LS	0	0	0	
Post Design Services Tasks Total					20	

Estimator: FR Aleman

SR 417 - Econ Trail to County Line (FTE)
417-134


Representing		Print Name				Signature / Date	
FTE							
FR Aleman						 Kevin E Knudsen 2018.10.08 11:37:19 -0400	
NOTE: Signature Block is optional, per District preference							
	Activity	Units	No of Units	Hours / Unit	Total Hours	Comments	
	Pass the Torch Meeting	EA	1	0	0		
	Preconstruction Meeting	EA	1	0	0		
	Weekly Construction Progress Meetings	EA	1	0	0		
	Review Shop Drawings	LS	1	16	16	Electrical (ITS) - 639 Power Service Assembly - 4 hrs, 685 Uninterruptable Power Supply - 4 hrs Electrical (Lighting) - 715 Load Center - 8 hrs	
	Field Reviews	EA	1	0	0		
	Respond to RFI's	LS	1	32	32	Electrical (ITS) - 4 @ 4 hrs each = 16 Hours Electrical (LTG) - 4 @ 4 hrs each = 16 Hours	
	Plan Revisions	LS	1	8	8		
	Prepare Thermoplastic Plans	LS	1	0	0		
	Structural Welding Inventory	LS	1	0	0		
	Review As-Builts and Closeout Activities	LS	1	8	8	2 ELE (LTG), ELE (ITS) @ 4 hours/ea = 8	
	Extinguish the Torch Meeting	EA	1	0	0		
	Final Inspection	EA	0	0	0		
	Coordinate with Other Agencies	LS	0	0	0		
Post Design Services Tasks Total					64		

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 15, 2018

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for
Design Consultant Services for SR 429 Widening from West Road to SR 414
Project 429-153, Contract No. 001396

Letters of Interest for the referenced project was advertised on September 16, 2018. Responses were received from thirteen (13) firms by the deadline. Those firms were: BCC Engineering, Inc., GAI Consultants, Inc., HDR Engineering, Inc., Inwood Consulting Engineers, Inc., Jacobs Engineering Group, Inc., Kelly, Collins & Gentry, Inc., Kisinger Campo & Associates, Moffatt & Nichol, Protean Design Group, Inc., Scalar Consulting Group, Inc., Tetra Tech, Inc., The Balmoral Group and WSP USA, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on October 15, 2018 and shortlisted Moffatt & Nichol, Inc., Inwood Consulting Engineers, Inc. and Protean Design Group, 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 November 13, 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	Moffatt & Nichol, Inc.
2	Inwood Consulting Engineers, Inc.
3	Protean Design Group, Inc.

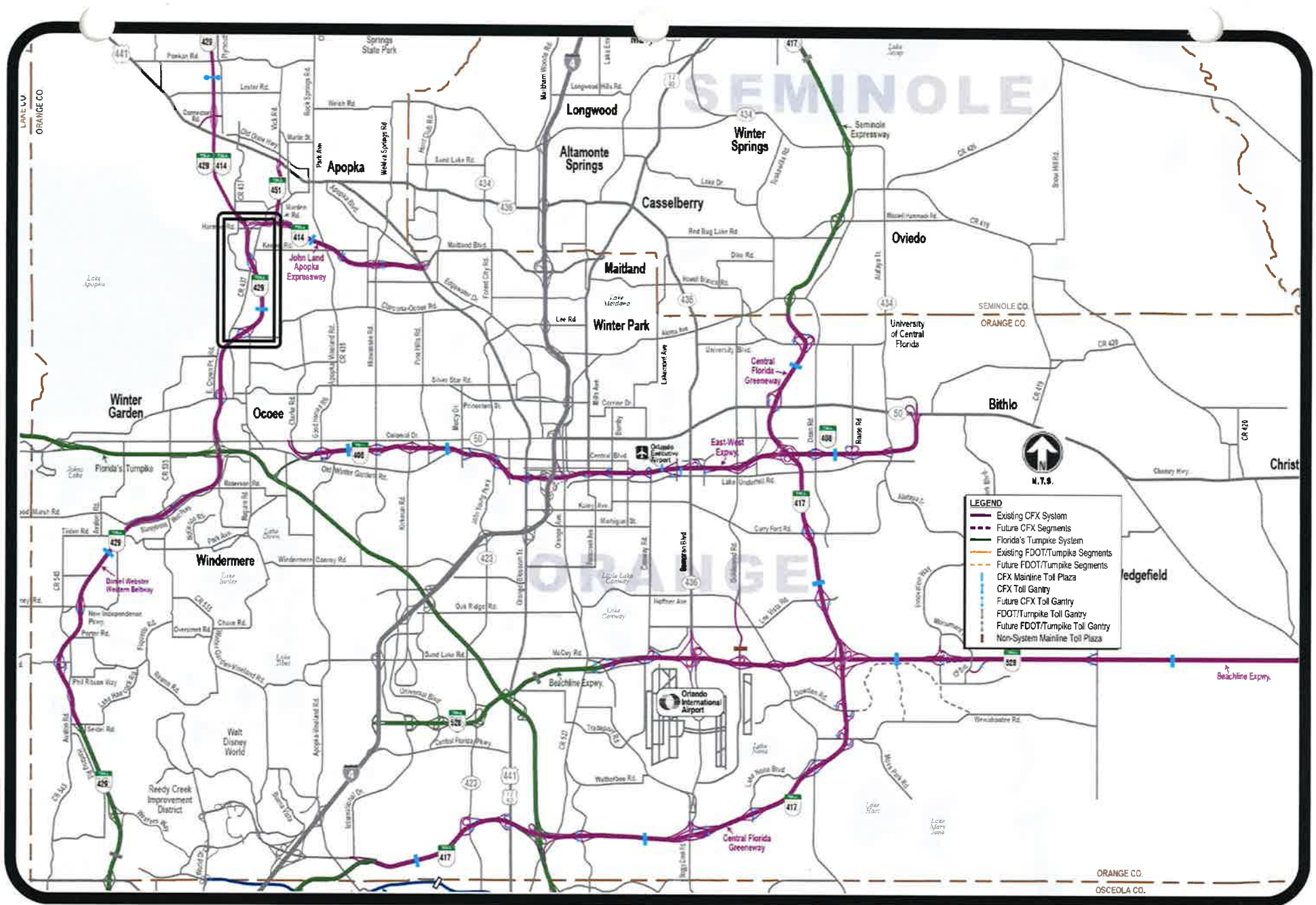
Board approval of the final ranking and authorization to enter into fee negotiations with Moffatt & Nichol, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Moffatt & Nichol, Inc. is not successful, 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



Project Location Map for
SR 429 Widening from West Road to SR 414 (429-153)

LOI-001396 Committee Meeting November 13, 2018 Minutes

Technical Review Committee for **Design Consultant Services for SR 429 Widening from West Road to SR 414; Contract No. 001396**, held a duly noticed meeting on Tuesday, November 13, 2018 at 1:00 p.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

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

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

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

Inwood Consulting Engineers, Inc.	1:00 – 1:35 p.m.
Moffatt & Nichol	1:45 – 2:20 p.m.
Protean Design Group, Inc.	2:30 – 3:05 p.m.

Evaluation Portion:

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>
Moffatt & Nichol	3	1
Inwood Consulting Engineers, Inc.	7	2
Protean Design Group, Inc.	8	3

The Committee recommends CFX Board approve the 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 3:10 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, November 13, 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

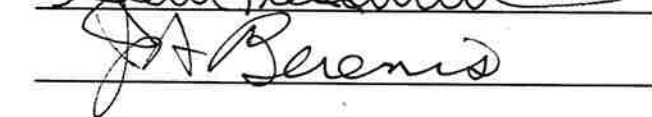
DESIGN CONSULTANT SERVICES FOR SR 429 WIDENING FROM WEST ROAD TO SR 414

CONTRACT NO. 001396

CONSULTANT	Joe Berenis Score	Glenn Pressimone Score	Will Hawthorne Score			TOTAL SCORE	RANKING
INWOOD CONSULTING ENGINEERS	3	2	2			7	2
MOFFATT & NICHOL	1	1	1			3	1
PROTEAN DESIGN GROUP, INC.	2	3	3			8	3

EVALUATION COMMITTEE MEMBERS:





Date: Tuesday, November 13, 2018

Date: Tuesday, November 13, 2018


Date: Tuesday, November 13, 2018

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: November 27, 2018

SUBJECT: Approval of Contract Award to Atkins North America, Inc, for
Design Consultant Services for the SR 417 Widening from Narcoosee Road
to SR 528
Project 417-150, Contract No.001393

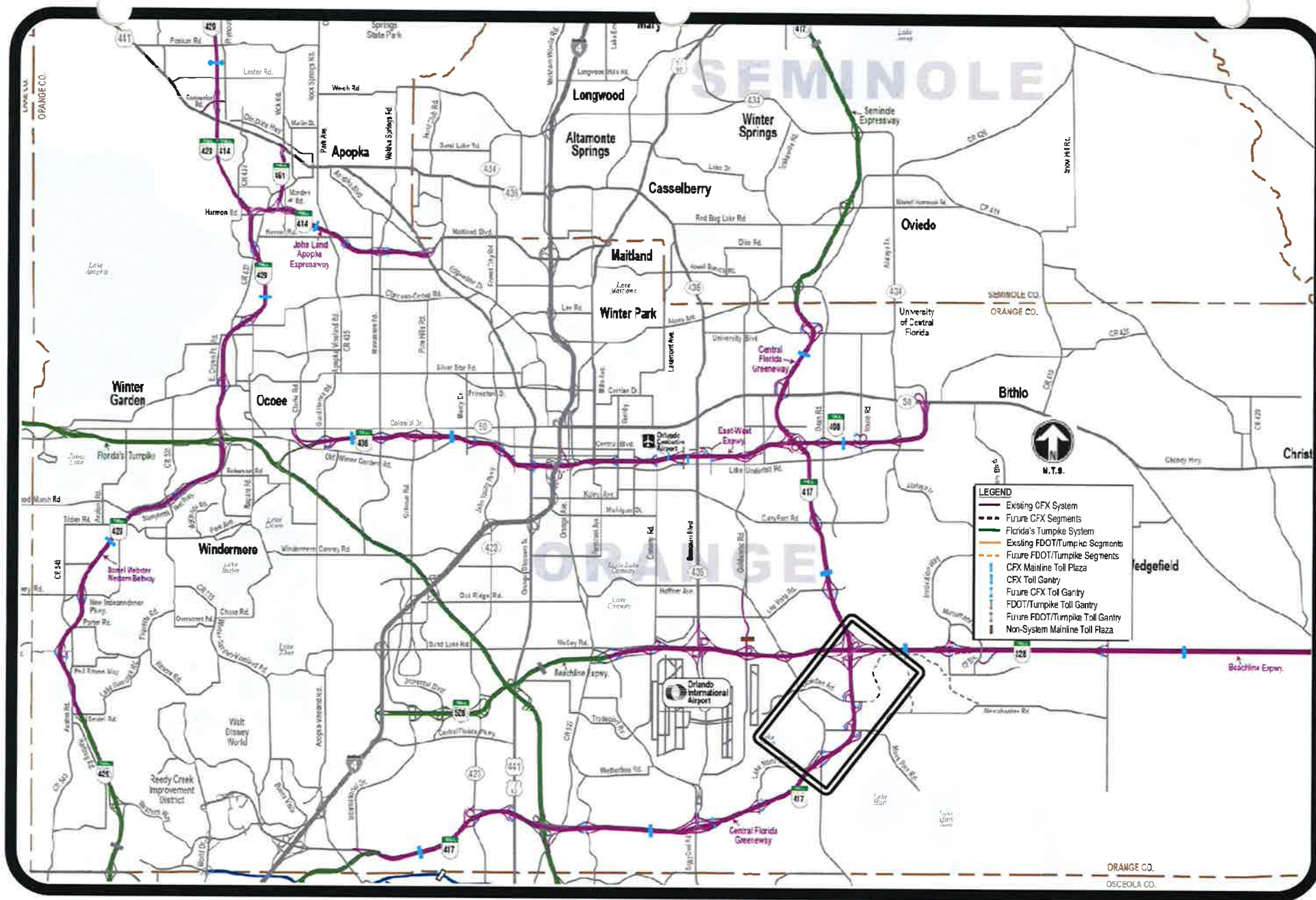
The Board approved, on September 13, 2018, final rankings and authorized fee negotiations for design consultant services for SR 417 Widening from Narcoosee Road to SR 528. Negotiations with Atkins North America, Inc. have been completed. Board award of the contract to Atkins North America, Inc. is requested in the not-to exceed amount of \$6,400,000.00.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
SR 417 Widening from Narcoossee Road to SR 528 (417-150)

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ATKINS NORTH AMERICA, INC.**

**DESIGN CONSULTANT SERVICES FOR SR 417 WIDENING
FROM NARCOOSEE ROAD TO SR 528**

CONTRACT NO. 001393, PROJECT NO. 417-150

**CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: \$6,400,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

**DESIGN CONSULTANT SERVICES FOR
SR 417 WIDENING FROM NARCOOSEE ROAD TO SR 528**

**CONTRACT NO. 001393
PROJECT NO. 417-150**

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS	1
2.0. SERVICES TO BE PROVIDED	1
3.0. TERM OF AGREEMENT AND RENEWALS	2
4.0. PROJECT SCHEDULE	2
5.0. PROFESSIONAL STAFF	3
6.0. COMPENSATION	4
7.0. DOCUMENT OWNERSHIP AND RECORDS	5
8.0. COMPLIANCE WITH LAWS	7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0. TERMINATION	7
11.0. ADJUSTMENTS	8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0. INSURANCE	10
15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	12
16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT	12
17.0. DOCUMENTED ALIENS	13
18.0. E-VERIFY CLAUSE	13
19.0. INSPECTOR GENERAL	14
20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	14
22.0. AVAILABILITY OF FUNDS	15
23.0. AUDIT AND EXAMINATION OF RECORDS	15
24.0. GOVERNING LAW AND VENUE	16
25.0. NOTICE	16
26.0. HEADINGS	17
27.0. CONTRACT LANGUAGE AND INTERPRETATION	17
28.0. ASSIGNMENT	17
29.0. SEVERABILITY	17
30.0. INTEGRATION	18
31.0. ATTACHMENTS	18

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

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Atkins North America, 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 482 S. Keller Road, Orlando, FL. 32810.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from Narcoosee Road to SR 528 identified as Project No. 417-150 and Contract No. 001393.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

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

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Base Consultants, Inc. (Class I)	George F. Young, Inc. (Class I)
I.F. Rooks & Associates, LLC (Class I)	Geodata Consultants, Inc. (Survey) (Class II)
WBQ Design & Engineering, Inc. (Class I)	George F. Young, Inc. (Survey) (Class II)
Geodata Consultants, Inc. (Class I)	Tierra, Inc. (Class II)

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,400,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract

into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 482 S. Keller Road, Orlando, FL. 32810.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this

Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional

misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

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

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

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

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 the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

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.

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. 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.

20.0. 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.”

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. 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 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. 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: Atkins North America, Inc.
482 S. Keller Road
Orlando, FL. 32810
Attn: Sue Gratch, P.E.

Atkins North America, Inc.
482 S. Keller Road
Orlando, FL 32810
Attn: Chad Shockley, P.E.

26.0. 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.

27.0. 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.

28.0. ASSIGNMENT

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

29.0. 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.

30.0. 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.

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
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 417-150
Contract No. 001393

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

ATKINS NORTH AMERICA, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 417 WIDENING FROM NARCOOSSEE ROAD
TO SR 528**

PROJECT NO. 417-150

IN ORANGE COUNTY, FLORIDA

November 26, 2018

Exhibit A
SCOPE OF SERVICES
TABLE OF CONTENTS

<u>Description</u>	<u>Page No. A-</u>
1.0 GENERAL.....	5
1.01 Location	5
1.02 Description	5
1.03 Purpose.....	5
1.04 Organization.....	6
1.05 Term of Agreement for Design Services	6
2.0 STANDARDS	7
3.0 DESIGN CRITERIA	8
3.01 General	8
3.02 Geometry.....	8
3.03 Bridge and Other Structures.....	10
4.0 WORK PERFORMED BY CONSULTANT	11
4.01 Design Features.....	11
4.02 Governmental Agencies.....	12
4.03 Preliminary Design Report - Review	12
4.04 Surveys and Mapping.....	12
4.05 Geotechnical Investigation.....	15
4.06 Contamination Impact Analysis.....	16
4.07 Pavement Design.....	16
4.08 Borrow Pits	16
4.09 Governmental Agency and Public Meetings	17
4.10 Environmental Permits.....	17
4.11 Utilities.....	18
4.12 Roadway Design	19
4.13 Structures Design	21
4.14 Drainage Design.....	22
4.15 Roadway Lighting.....	23
4.16 Traffic Engineering	24
4.17 Signing Plans.....	25

4.18	Pavement Marking Plans	26
4.19	Right-of-Way Surveys	26
4.20	Cost Estimates.....	26
4.21	Special Provisions and Specifications.....	26
4.22	Fiber Optic Network (FON).....	26
4.23	Toll Plazas.....	29
4.24	Post-Design Services.....	29
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE.....	32
5.01	Record Documents	32
5.02	Traffic Data	32
5.03	Other.....	33
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE.....	34
6.01	Right-of-Way Acquisition.....	34
6.02	Utility Agreements	34
6.03	Public Involvement	34
6.04	Contracts and Specifications Services	34
6.05	Post-Design Services.....	34
6.06	Environmental Permits.....	34
6.07	Conceptual Specialty Design	35
7.0	ADMINISTRATION.....	36
7.01	Central Florida Expressway Authority	36
7.02	CFX's Project Manager	36
7.03	Consultant	36
7.04	Project Control	37
7.05	Work Progress.....	37
7.06	Schedule	38
7.07	Project Related Correspondence	38
7.08	Quality Control	38
7.09	Consultant Personnel.....	38
7.10	Site Visit.....	39
7.11	Acceptability of the Work.....	39
7.12	Design Documentation.....	39
7.13	Reviews and Submittals	40
7.14	30% Roadway Plan Submittal.....	42
7.15	30% Bridge and Structural Plan Submittal	43

7.16	60% Roadway Plan Submittal.....	43
7.17	90% Bridge and Structure Plan Submittal	45
7.18	90% Roadway Plan Submittal.....	45
7.19	100% Roadway, Bridge, Structural and Right-of-Way Plans.....	46
7.20	Pre-Bid Plans.....	46
7.21	Bid Set.....	46

1.0 GENERAL

1.01 Location

- A. See EXHIBIT "E", Project Location Map.

1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from approximately 1000 feet north/east of Narcoossee Road to approximately 4500 feet north of SR 528. The length of the project is approximately 4.7 miles. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. For the area north of SR 528, a fully paved median is not expected. All mainline bridges within the project limits including: OUC Railroad, Moss Park Road, Innovation Way, over the SR 417 SB to SR 528 EB ramp and over SR 528 will be widened to the inside for the full width of the median. OUC RR SB RR bridge will be widened to the outside. Outside bridge widening is not anticipated, however outside barrier rails may need adjustments to conform to latest standards. Other improvements include: southbound auxiliary lane between Moss Park Rd and Narcoossee Rd with a two-lane exit ramp to Narcoossee Rd; and an auxiliary lane northbound between Dowden Rd and SR 528, including a two-lane exit ramp to SR 528. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS device upgrade and fiber relocation if conflicts, maintenance of traffic, utility investigations and coordination, geotechnical investigations and analysis, retaining walls, noise walls, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 widening of SR 417 from Narcoossee Road to SR 528.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS plans, final signing and pavement marking plans and preparation of a complete environmental resource application (ERP) (or permit modification) including 100% storm water management. CFX's Project Manager will perform all environmental investigations and analyses to support the Consultant's storm water management portion of the RRP.
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary

and final designs.

- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

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

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments
 - 1. Project Milestones: The Consultant will prepare a tabulation of major project milestones.
 - 2. Project Schedule: The Consultant shall include a schedule of major design tasks. (For scheduling purposes, design reviews for submittals deemed complete shall be completed in two weeks by the CFX Project Manager.)

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition and current updates.
 2. The FDOT Standard Plans, and subsequent interim indexes and current updates.
 3. The FDOT Design Manual.
 4. The FDOT Basis of Estimates Handbook.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended.

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

The following criteria are to be incorporated into the design:

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

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

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Left Shoulder Right Shoulder	3% or tbd (6-lane) 2% typ. (no break)	5% 6%	5% 6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	Match Mainline Match Mainline 64' (typical) 26' (with barrier)	N/A	22' or 40'
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5 (OUC – match existing)	23.5	N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence) Note: exit ramps on curves may use parallel type exit ramps.

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

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

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from approximately 1000 feet north/east of Narcoossee Road to approximately 4500 feet north of SR 528. The length of the project is approximately 4.7 miles. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for remainder of median areas (fully paved median is expected). For the area north of SR 528, a fully paved median is not expected. All mainline areas are to be milled and resurfaced, with guardrail replacement to conform to current height requirements. All mainline bridges within the project limits including: OUC Railroad, Moss Park Road, Innovation Way, over the SR 417 SB to SR 528 EB ramp and over SR 528 will be widened to the inside for the full width of the median. The OUC RR SB bridge will be widened to the outside. Other outside bridge widening is not anticipated. Outside barrier rails will require adjustments to conform to latest standards limited to these five locations. Other improvements include:

- Southbound auxiliary lane between Moss Park Rd and Narcoossee Rd with a two-lane exit ramp to Narcoossee Rd;
- Auxiliary lane northbound between Dowden Rd and SR 528, including a two-lane NB exit ramp to SR 528.
- Ramp work including milling and resurfacing, guardrail adjustments, signing and marking, lighting conversion to LED, as follows:
 - o Narcoossee Rd interchange: ramps to and from the north
 - o Moss Park Rd and Dowden Rd interchanges: all interchange ramps
- At the SR 528 interchange, ramps with the exception of the above two lane NB exit ramp to SR 528 are NOT included in the project limits (currently under design for milling and resurfacing).
- Side Street improvements other than utility adjustment coordination are not included at: Narcoossee Rd, Moss Park Rd, Dowden Rd, and SR 528.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (impacted fiber optic network and devices), maintenance of traffic, utility investigations and coordination, geotechnical investigations and analysis, retaining walls, noise walls, scheduling

and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

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

4.03 Preliminary Design Report - Review

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

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

4.04 Surveys and Mapping

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

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

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

- B. Alignment

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

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

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

C. Reference Points

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

D. Bench Levels

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

E. Topography

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

F. Drainage Survey

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

G. Underground Utilities

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

utility conflict areas.

H. Side Street Surveys

Not anticipated. No improvements proposed for side streets, including: Narcoossee Rd, Moss Park Rd, Dowden Rd, and SR 528.

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design.

J. Environmental Surveys

Based upon environmental field work performed by the CFX Project Manager, the following surveys shall be performed by the Consultant:

1. Wetland Jurisdictional Line Surveys for engineering design and permitting
2. Species location surveys (gopher tortoise burrows)

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

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

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

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

O. AERIAL MAPPING

1. Aerial mapping shall be provided by the Consultant suitable for the following uses:
 - a. Drainage Maps and permitting support (1"=400')
 - b. Roll plots for Public Meeting and property owner coordination (1"-100')

4.05 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager

for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 417 mainline, and all ramps as necessary.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the

Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

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

4.10 Environmental Permits

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

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood storage as required by FDEP or St. Johns Water Management District.
12. The Consultant has determined that the existing FEMA maps are not up-to-date in many areas based on a review of the floodplain maps and FIS report. The Consultant does not anticipate the need to coordinate with the Orange County or City of Orlando Floodplain Managers, thus floodplain map revisions or floodway analysis are not included in this scope of work. Should this be required, it may be added as a supplemental service.

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 417 mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template

development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, super elevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Plans and profiles (plans at 1"=50' scale), including mainline SR 417, and ramps as needed. No work on SR 528 is expected.
8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans
10. Intersection plan/profiles – Not required.
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans (1" = 50' scale), cross-road improvements are not anticipated, however, plans may be required to depict elements such as utility coordination elements.
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.): Cross section will be provided for mainline SR 417 and for widened ramps only. Ramps to be milled/resurfaced only will not have cross-sections. It is assumed for milling and resurfacing efforts that cross-slope corrections are minimal to none.
15. Earthwork quantities
16. Traffic Control Sheets including Erosion Control/Temp. Drainage

17. Utility Adjustment Sheets
18. Details
19. Special provisions
20. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type. Each of the 5 bridge locations will require inside widening only. Intent is to extend bridges through the full extent of the existing median width. Outside widening is not anticipated, however outside barriers may require retrofit to conform to current standards. At the OUC Railroad overpass, evaluation of crash protection will be completed and inclusion of requisite details to address current standards.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items:
 1. Complete Bridge designs will be provided for all bridges
 2. Retaining walls, including Critical Temporary walls
 3. Box Culverts – no new box culverts are expected, however headwalls on existing box culverts may require adjustment to conform to new slopes. In addition, the CFX has provided an inspection (11/9/17) for the box culvert north of Narcoossee Rd. The Consultant shall address the recommended remediations noted in the inspection report provided
 4. Slope protection
 5. Approach slabs
 6. Details
 7. Summary quantity tables
 8. Special provisions and specifications

9. Stage construction-sequencing details (if applicable)
10. Sign and ITS foundations and structural designs estimated as follows: 5 new OH sign structures (3 truss, 2 full OH), 1 new DMS structure, structural evaluation of 13 existing OH sign structures to confirm new/updated panels are sufficient, and one additional ITS device (new DMS)
11. Sound walls, estimated locations/lengths as follows:
 - a. NB SR 417: North of Narcoossee Rd (1000 LF)
 - b. SB SR 417: S. of Moss Park Rd (1500 LF)
 - c. NB SR 417: North of Moss Park Rd (1000 LF)
12. Retaining/toe of slope walls, estimated as follows:
 - a. SB SR 417 north of Narcoossee SB exit ramp to the OUC RR (approximately 1500 LF)
 - b. SB SR 417, between the OUC RR overpass to the Moss Park Rd overpass (approximately 1000 LF)
13. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval
14. The Consultant shall perform an evaluation of the existing median bridge foundations and MSE wall straps, previously constructed for future widening, to determine acceptability for HL93 loading. The design and plans shall address respective needs to accommodate the needed project improvements.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
 2. Finalize the pond design at the 30% submittal. Due to the increase of impervious area width, treatment and attenuation calculations will be prepared for fifteen (15) existing ponds.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Perform floodplain analysis for one (1) location including proposed impacts and compensation calculations.
 7. Perform cross drain analysis for six (6) crossings due to extensions. Two crossing will be CBC's and the remainder are pipes.
 8. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications if requested by maintenance.
 9. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including mainline roadway and ramp fixtures, overhead sign lighting and underdeck lighting, to and including all ramps and CFX bridges within the project limits. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

Roadway lighting has been recently replaced at the SR 528 interchange. The Consultant shall review the photometrics for this recent work to confirm if illumination levels are sufficient for the SR 417 widening project and will address any deficiencies in the mainline lighting design and plans. Ramps are assumed sufficient.

- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The following is excluded: upgrade of cross road lighting to LED fixtures, upgrades to pedestrian lighting at cross-road intersections with ramps, and conversion of underdeck lighting to LED for bridges not being widened.
- D. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet
 - 5. Project Layout sheet
 - 6. Plans sheets (plans at 1"=50' scale)
 - 7. Service point detail
 - 8. Special Details

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of no smaller than 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, ITS fiber and devices, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. For the purposes of this proposal, the following are assumptions relative to guide signs:
 1. All guide sign panels will be replaced (including those on ramps within the project limits).
 2. Two replacement large ground mounted signs.
 3. Four new OH structures (2 trusses, 2 full overhead).
 4. Structural analysis to confirm that new panels can be accommodated on the existing OH structures to remain (12 structures in total).
- E. Propose to relocate and reuse existing structures if they meet current wind load criteria. Due to the inside widening, existing bridge mounted signs along cross-roads will not be impacted, thus not replaced (mounting or

panels do not require adjustments) with this project.

4.18 Signalization Plans

- A. Signalization design and plans are not anticipated necessary for this project.

4.19 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project. ROW maps, legals, and descriptions are not required

4.20 Cost Estimates

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

4.21 Special Provisions and Specifications

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

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note).
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided) in areas of conflict.

- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable routing summaries, and tables for new or relocated fiber optic cabling.
- n. Controller cabinet, structure, and foundation details for proposed CFX device sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown within roadway cross sections and drainage cross sections
- v. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets

(standard details provided), in the event existing TMS would not survive project construction.

- x. Inclusion of one dynamic message sign (DMS) anticipated to be needed within the corridor.
- y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- z. Install new WWDS at the off-ramps that currently do not have WWDS (SB exit ramp at Narcoossee Rd).

3. The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing FON system through all phases of construction.
- f. Environmental conditions.
- g. Concurrent/future CFX projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge protection devices (SPD) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

- A. Not applicable.

4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. roved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions.
 - 2. Available right-of-way plans of existing conditions.
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.
 - 7. Drainage Design reports for 417 projects 401, 455, 457, 457A, 302, 107, and 126; including storm sewer tabulations.
 - 8. CADD files including GEOPAK, if available, for projects within the limits of construction.

5.02 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry.
 - 6. AVI Percentages

5.03 Other

- A. CFX to provide utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

- A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

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

6.03 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

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

6.06 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

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

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.02 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.
2. Identify progress against schedule for each identified work item.
3. Forecast completion dates from current progress.
4. Highlight rescheduled work in any area which is out of required sequence.
5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

7.05 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall develop a project specific quality control plan which shall be maintained during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked. QC documents (plans, calcs, reports) associated with phase submittals shall be provided to the CFX with each phase submittal.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files, 3 sets and 1 .PDF required)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 6. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.

2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.
 - e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.

- h. Existing ground line.
 - i. Proposed profile grade.
 - j. Type, size and horizontal location of existing utilities.
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown.
- 5. Cross Sections
 - a. Existing ground line.
 - b. Preliminary templates at critical locations (not to exceed 500 feet).
 - c. Existing utilities shown.
 - 6. Interchange Layout and Ramp Profiles
 - a. Geometric dimensions.
 - b. Proposed profile grades.
 - 7. Right-of-Way Control Survey
 - 8. Signing and Pavement Markings
 - a. Striping layout.
 - b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a. Project description and number shown
 - b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.
 - d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.
 - 2. Drainage Maps
 - a. Flood data shown.

- b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.
- 3. Typical Section Sheets
 - a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.
- 4. Plan and Profile Sheets
 - a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.
- 5. Drainage Structures
 - a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
- 6. Cross Sections
 - a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.
- 7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.
- 8. Traffic Control Plans

9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Signalization Plans
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.
 2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
 3. Typical Section Sheets
 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard super elevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
 5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.

6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
 7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
 8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
 9. Traffic Control Plans
 10. Signing and Pavement Marking Plans
 11. Signalization Plans
 12. Intelligent Transportation System (ITS) Plans
 13. Highway Lighting Plans
 14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans.
- 7.21 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

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

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$6,400,000.00.

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

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

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

ATKINS NORTH AMERICA, INC.

Total Activity Salary Costs	\$ 1,483,210.82
(a) Overhead Additives	
(1) Combined (138.09%)	2,048,165.82
Subtotal (Salary + Overhead)	3,531,376.64
(b) Lump Sum for Operating Margin (12.00%)	423,765.20
Subtotal (Salary Related)	3,955,141.84
(c) Design Survey - Field (Prime)	125,569.12
(d) Direct Expenses - Lump Sum (Prime)	23,634.07
(e) Direct Expenses Travel - Limiting Amount (Prime)	1,178.34
BASIC FEE	4,105,523.37
(d) Subcontracts (Limiting Amount)	1,822,075.57
(e) Allowance	472,401.06
TOTAL MAXIMUM LIMITING AMOUNT	\$6,400,000.00

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

3.00 ALLOWABLE COSTS:

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

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

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

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

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

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 138.09% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

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

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

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

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

4.00 METHOD OF PAYMENT:

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

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

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

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 138.09 percent.

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

- The combined allowance for administrative overhead and fringe benefits shall not exceed 138.09%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

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

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

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

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

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

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

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

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

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

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

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

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

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

Exhibit “C”
Details of Cost and Fees

To be inserted

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

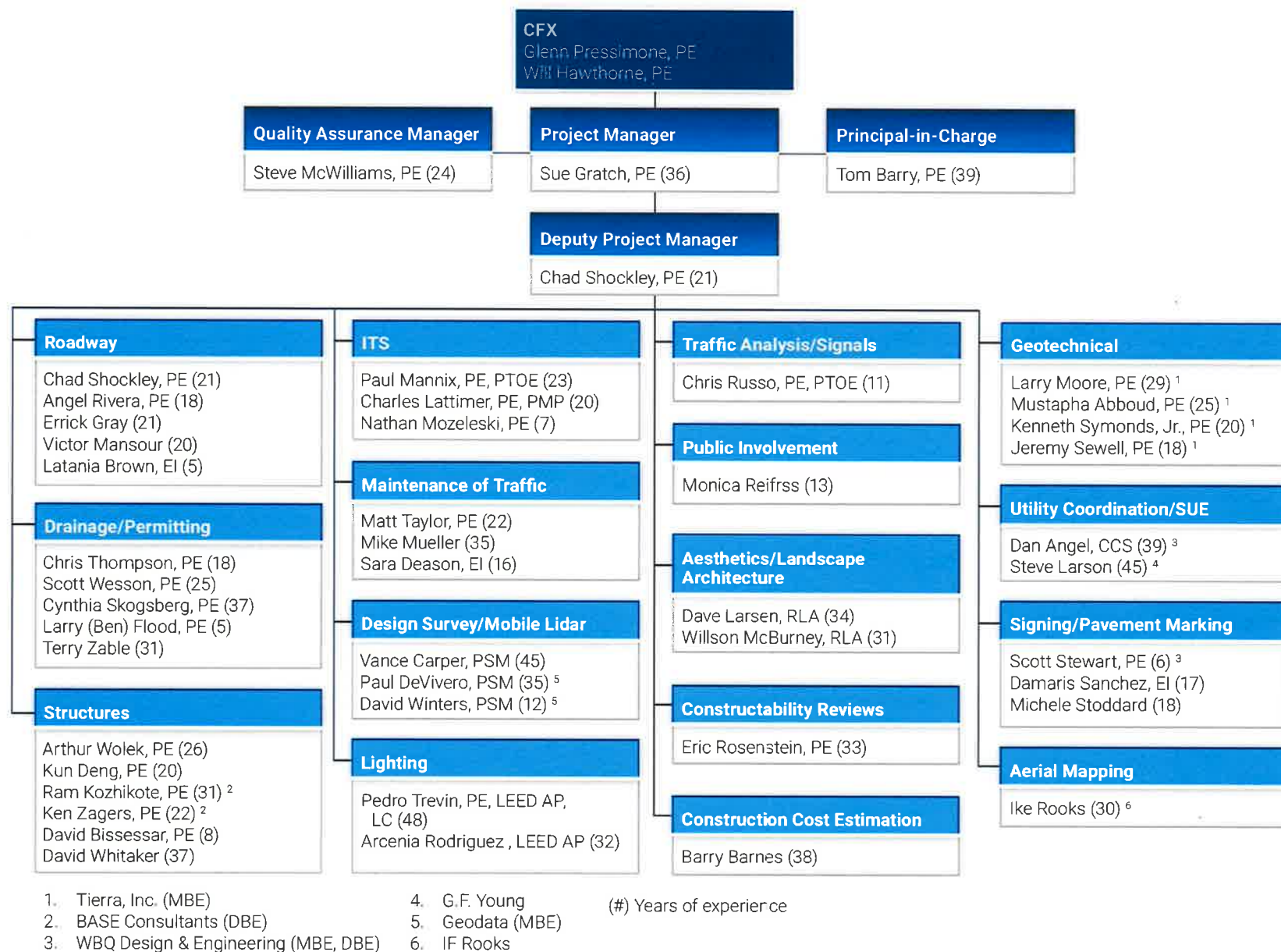


Table A.1 - Organizational chart

EXHIBIT E

PROJECT LOCATION MAP

EXHIBIT F

SCHEDULE


Exhibit “G”
Potential Conflict Disclosure Form

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement 

DATE: November 28, 2018

SUBJECT: Approval of Contract Award to Atlantic Civil Constructors Corp. for SR 429 Kelly Park Road Turn Lane and Plant Street Interchange Ramps Resurfacing Project 429-753, Contract No. 001471

An Invitation to Bid for the referenced project was advertised on October 24, 2018. Responses to the invitation were received from five (5) contractors by the November 28, 2018 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Atlantic Civil Constructors Corp.	\$ 954,213.96
2. Southland Construction, Inc.	\$1,111,111.11
3. Hubbard Construction Company	\$1,219,759.65
4. Ranger Construction Industries, Inc.	\$1,243,963.03
5. Southern Development & Construction, Inc.	\$1,340,332.35

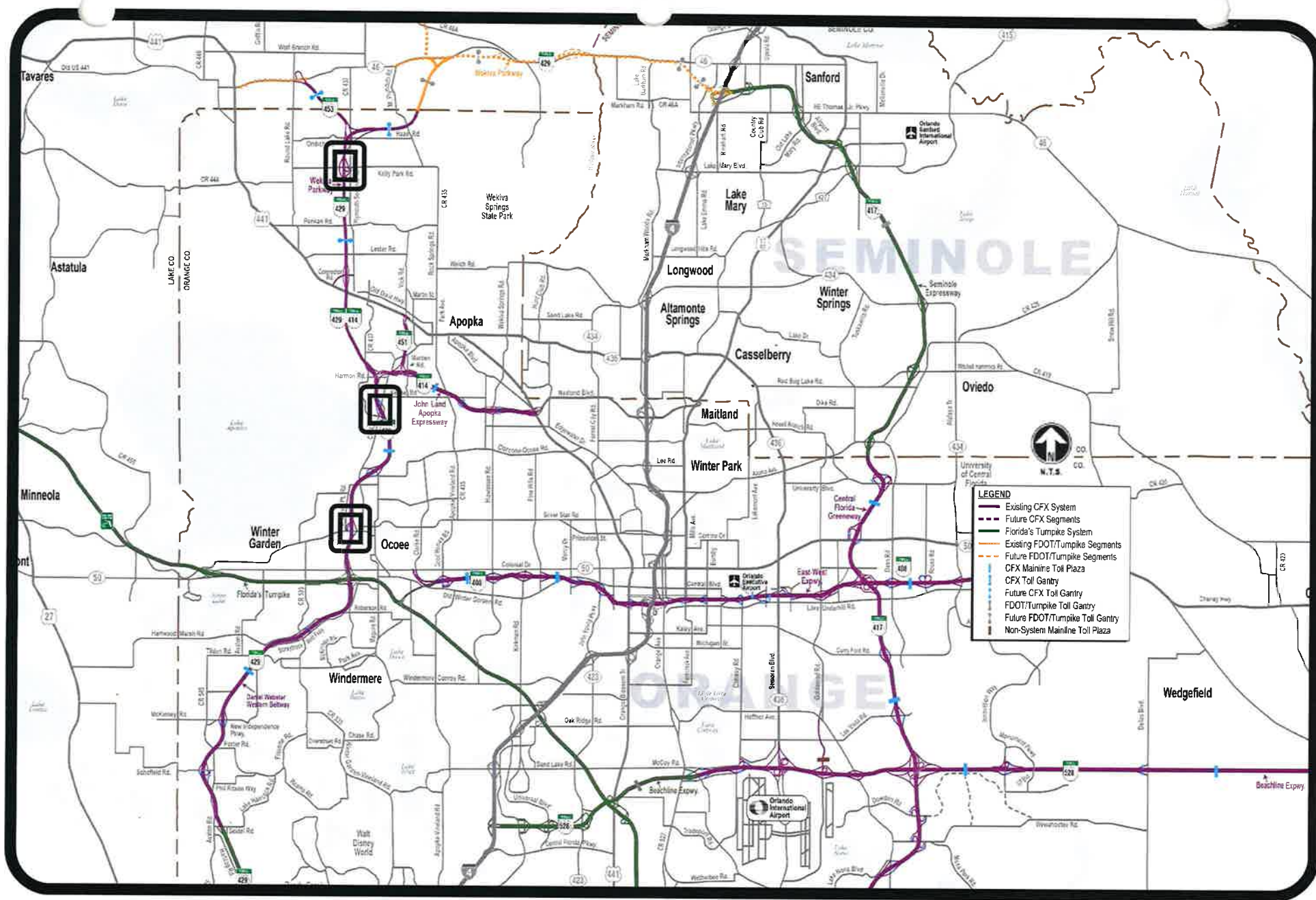
The Engineer's Estimate for this project is \$1,043,508.70 and \$1,500,000.00 was approved in the Five-Year Work Plan.

The Procurement Department has evaluated the bids and has determined the bid from Atlantic Civil Constructors Corp., to be responsible and responsive to the bidding requirements. Award of the contract to Atlantic Civil Constructors Corp. in the amount of \$954,213.96 is recommended.

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

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering





Project Location Map for
SR 429 Kelly Park Road Turn Lane & Plant St. Resurfacing (429-753)

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ATLANTIC CIVIL CONSTRUCTORS CORPORATION**

**SR 429 KELLY PARK ROAD TURN LANE & PLANT
STREET INTERCHANGE RAMPS RESURFACING**

**PROJECT NO. 429-753
CONTRACT NO. 001471**

**CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: \$954,213.96**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

**SR 429 KELLY PARK ROAD TURN LANE & PLANT STREET INTERCHANGE
RAMPS RESURFACING**

**PROJECT NO. 429-753
CONTRACT NO. 001471**

DECEMBER 2018

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 5
GS	GENERAL SPECIFICATIONS	GS-1 to GS-133
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
P	PROPOSAL	P-1 to P-12
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

Attached compact disk contains the following and are incorporated herein

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-12
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-30

(See Special Provisions Table of Contents for listing of each special provision.)

Addendum No. 1
Addendum No. 2

Plans

CONTRACT

This Contract No. 001471 (the "Contract"), made this 13th day of December 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Atlantic Civil Constructors Corporation, of 7575 KingsPointe Parkway, Unit 12A, Orlando, FL., 32819 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. 429-753, SR 429 Kelly Park Road Turn Lane and Plant Street Interchange Ramps Resurfacing, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 120 calendar days. The Contract Amount is \$954,213.96. This Contract was awarded by the Governing Board of CFX at its meeting on December 13, 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: _____

ATLANTIC CIVIL CONSTRUCTORS CORPORATION

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

MOA
will be
inserted here
prior to
execution.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 1 - Definitions and Terms	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	9
2.1 Intent of Contract	9
2.2 Work Not Covered by the General Specifications	9
2.3 Alteration of Plans	9
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 Connections to Existing Pavements, Drives and Walks	
2.3.4 Differing Site Conditions	
2.3.5 Changes Affecting Utilities	
2.3.6 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	23
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims For Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	
2.5 Unforeseeable Work	30
2.6 Right To and Use of Materials Found at the Site of the Work	30
2.6.1 Ownership and Disposal of Existing Materials	
2.6.2 Ornamental Trees and Shrubs	
2.7 Restoration of Right of Way	31

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 3 - Control of the Work	32
3.1 Plans and Working Drawings	32
3.1.1 Plans and Contract Documents	
3.1.2 CFX Plans	
3.1.3 Alterations in the Plans	
3.1.4 Shop Drawings	
3.2 Coordination of Plans and Specifications	36
3.3 Conformity of Work with Plans	37
3.3.1 Record Drawings	
3.4 Pre-Award Meeting	38
3.5 Orders and Instructions	39
3.5.1 Observation of the Work	
3.5.2 Examination of the Work	
3.5.3 Communications	
3.6 Engineering and Layout	41
3.6.1 Control Points Furnished by CFX	
3.6.2 Furnishing of Stake Material	
3.6.3 Layout of Work	
3.6.4 Specific Staking Requirements	
3.6.5 Personnel, Equipment, and Record Requirements	
3.6.6 Payment	
3.7 Contractor's Supervision	43
3.7.1 Prosecution of Work	
3.7.2 Contractor's Superintendent	
3.7.3 Supervision for Emergencies	
3.7.4 Worksite Traffic Supervisor	
3.8 General Inspection Requirements	45
3.8.1 Cooperation by Contractor	
3.8.2 Failure of CFX to Reject Work During Construction	
3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9 Final Inspection and Acceptance	47
3.9.1 Maintenance Until Final Acceptance	
3.9.2 Inspection for Substantial Completion	
3.9.3 Final Inspection	
3.9.4 Final Acceptance	
3.9.5 Recovery Rights Subsequent to Final Payment	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
3.10 Audit and Examination of Contract Records and Bid Records	49
3.11 Escrow of Bid Records	50
3.12 Prevailing Party Attorney's Fees	52
Section 4 - Control of Materials	54
4.1 Acceptance Criteria	54
4.1.1 General	
4.1.2 Sampling and Testing	
4.1.3 Certification	
4.1.4 Warranty and Guaranty	
4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)	55
4.3 Source of Supply and Quality Requirements	55
4.3.1 Only Approved Materials to be Used	
4.3.2 Notification of Placing Order	
4.3.3 Approval of Source of Supply	
4.4 Inspection and Tests at Source of Supply	56
4.4.1 General	
4.4.2 Cooperation by Contractor	
4.4.3 Retest of Materials	
4.5 Storage of Materials and Samples	57
4.5.1 Method of Storage	
4.5.2 Use of Right of Way for Storage	
4.5.3 Responsibility for Stored Materials	
4.5.4 Storage Facilities for Samples	
4.6 Defective Materials	57
Section 5 - Legal Requirements and Responsibility to the Public	59
5.1 Laws to be Observed	59
5.1.1 General	
5.1.2 Plant Quarantine Regulations	
5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
5.1.4 Compliance with Federal Endangered Species Act	
5.1.5 Occupational Safety and Health Requirements	
5.1.6 Discovery of Unmarked Human Burial Site	
5.1.7 Insecticides and Herbicides	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.2 Permits and Licenses	61
5.3 Patented Devices, Materials and Processes	61
5.4 Right of Way Furnished by CFX	62
5.5 Sanitary Provisions	62
5.6 Control of the Contractor's Equipment	62
5.6.1 Traffic Interference	
5.6.2 Overloaded Equipment	
5.6.3 Crossings	
5.6.4 Protection from Damage by Tractor-Type Equipment	
5.6.5 Contractor's Equipment on Bridge Structures	
5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7 Structures Over Navigable Waters	64
5.7.1 Compliance with Jurisdictional Regulations	
5.8 Use of Explosives	64
5.9 Preservation of Property	64
5.9.1 General	
5.9.2 Failure to Restore Damaged Property	
5.9.3 Contractor's Use of Streets and Roads	
5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
5.9.5 Operations Within Railroad Right of Way	
5.9.6 Utilities	
5.10 Responsibility for Damages, Claims, etc.	70
5.10.1 Contractor to Provide Defense Against Claims and Suits	
5.10.2 Guaranty of Payment for Claims	
5.11 Insurance	71
5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
5.11.2 Workers' Compensation and Employer's Liability Insurance	
5.11.3 Comprehensive General Liability Insurance	
5.11.4 Comprehensive Automobile Liability Insurance	
5.11.5 Umbrella/Excess Liability Insurance	
5.11.6 Builder's Risk	
5.11.7 Railroad Insurance	
5.11.8 Pollution Legal Liability	
5.11.9 Professional Liability	
5.12 Contract Bond (Public Construction Bond) Required	77
5.12.1 General Requirements of the Bond	
5.12.2 Continued Acceptability of Surety	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.13 Contractor's Responsibility for Work	78
5.14 Opening Section of Highway to Traffic	78
5.15 Scales for Weighing Materials	78
5.15.1 Applicable Regulations	
5.15.2 Base for Scales	
5.15.3 Protection and Maintenance	
5.16 Source of Forest Products	79
5.17 Regulations of Air Pollution	79
5.17.1 General	
5.17.2 Dust Control	
5.17.3 Asphalt Material	
5.17.4 Asphalt Plants	
5.18 Dredging and Filling	79
5.19 Erosion Control	80
5.20 Contractor's Motor Vehicle Registration	80
5.21 Internal Revenue Service Form W-9	80
5.22 Tolls and Access	80
5.23 Requests for References or Performance Evaluations	80
5.24 Unauthorized Aliens	81
5.25 Public Records	81
5.26 Inspector General	82
5.27 Convicted Vendor List	83
5.28 Discriminatory Vendor List	83
5.29 Severability	83
5.30 Companies Pursuant to Florida Statute Sections 287.135	84
5.31 E-Verify	84
 Section 6 - Prosecution and Progress of the Work	 85
6.1 Subletting or Assigning of Contract	85
6.2 Work Performed by Equipment Rental Agreement	87
6.3 Prosecution of Work	87
6.3.1 Sufficient Labor, Materials and Equipment	
6.3.2 Impacts by Adjacent Projects	
6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
6.3.4 Beginning Work	
6.3.5 Provisions for Convenience of the Public	
6.3.6 Pre-Construction Conference	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
6.4 Limitations of Operations	89
6.4.1 Night Work	
6.4.2 Sequence of Operations	
6.4.3 Interference with Traffic	
6.4.4 Coordination with Other Contractors	
6.4.5 Drainage	
6.4.6 Fire Hydrants	
6.4.7 Protection of Structures	
6.4.8 Fencing	
6.4.9 Hazardous or Toxic Waste	
6.4.10 Milling	
6.5 Qualifications of Contractor's Personnel	93
6.6 Temporary Suspension of Contractor's Operations	93
6.6.1 CFX to Suspend Contractor's Operations	
6.6.2 Prolonged Suspensions	
6.6.3 Permission to Suspend Operations	
6.6.4 Suspension of Contractor's Operations – Holidays	
6.7 Contract Time	94
6.7.1 General	
6.7.2 Date of Beginning of Contract Time	
6.7.3 Adjusting Contract Time	
6.8 Failure of Contractor to Maintain Satisfactory Progress	97
6.8.1 General	
6.9 Default and Termination of Contract	97
6.9.1 Determination of Default	
6.9.2 Public Interest Termination of Contract	
6.9.3 Completion of Work by CFX	
6.10 Liquidated Damages for Failure to Complete the Work	100
6.10.1 Liquidated Damages for Failure to Complete the Work	
6.10.2 Determination of Number of Days of Default	
6.10.3 Conditions Under Which Liquidated Damages are Imposed	
6.10.4 Right of Collection	
6.10.5 Allowing the Contractor to Finish Work	
6.10.6 Liability for Liquidated Damages	
6.11 Release of Contractor's Responsibility	101
6.12 Recovery of Damages Suffered by Third Parties	101
6.13 Express Warranty	101

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 7 - Measurement and Payment	102
7.1 Measurement of Quantities	102
7.1.1 Measurement Standards	
7.1.2 Method of Measurements	
7.1.3 Determination of Pay Areas	
7.1.4 Construction Outside Authorized Limits	
7.1.5 Truck Requirements	
7.1.6 Ladders and Instrument Stands for Bridge Construction	
7.2 Scope of Payments	103
7.2.1 Items Included in Payment	
7.2.2 Non-Duplication of Payment	
7.3 Compensation for Altered Quantities	103
7.3.1 General	
7.3.2 Payment Based on Plan Quantity	
7.3.3 Lump Sum Quantities	
7.3.4 Deviation from Plan Dimensions	
7.4 Force Account Work	106
7.4.1 Method of Payment	
7.4.2 Records	
7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5 Deleted Work	109
7.6 Partial Payments	110
7.6.1 General	
7.6.2 Unsatisfactory Payment Record	
7.6.3 Withholding Payment for Defective Work	
7.6.4 Partial Payments for Delivery of Certain Materials	
7.6.5 Certification of Payment to Subcontractors	
7.6.6 Reduction of Payment for Unsatisfactory Services or Products	
7.7 Record of Construction Materials	113
7.7.1 General	
7.7.2 Non-Commercial Materials	
7.8 Disputed Amounts Due Contractor	114
7.9 Acceptance and Final Payment	114
7.10 Offsetting Payments	116

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 8 - Minority/Women Business Enterprise (M/WBE) Participation	117
8.1 General	117
8.2 Minority and Women Owned Businesses - Participation Objectives	118
8.2.1 General	
8.2.2 Definitions	
8.2.3 Specific Requirements	
8.2.4 Qualified Participation	
8.2.5 Records and Reports	
8.3 Subletting of Contracts - Participation Objectives	123
Section 9 - Binding Arbitration	124
Section 10 –Disputes Resolution	126
10.1 Disputes Resolution	126
10.1.1 Disputes Review Board	
10.1.2 Continuance of Work During Dispute	
10.1.3 Disputes Review Board Membership	
10.1.4 Board Operations	
10.1.5 Procedure for Disputes Resolution	
10.1.6 Conduct of Disputes Hearings	
10.1.7 Compensation	
10.1.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FNGA	Florida Nursery Growers Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (as recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SSPC	Steel Structures Painting Council

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method or other code or recommendation of the particular organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.2 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.3 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.4 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.5 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications or Special Provisions the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.6 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.7 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.8 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials and the basis of payment.

1.3.9 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.10 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Design Standards (January 2015 edition).

1.3.11 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.12 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.13 **Contractor** - The person, firm or corporation with whom CFX has entered into the Contract.

1.3.14 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.15 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.16 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include Extra Work.

1.3.17 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.18 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.19 **Engineer of Record** - The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.20 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.21 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.22 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay".

1.3.23 **Force Account** – Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.24 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.25 **Inspector** – Agent of CFX through the CEI that will record day-to-day activities of construction and advise the Contractor regarding compliance with the Plans and Specifications of the Contract.

1.3.26 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.27 **Laboratory** – A Testing facility certified with the Florida Department of Transportation.

1.3.28 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.29 **Materials** - Any substances to be incorporated in the Work.

1.3.30 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.31 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.32 **Plans** - The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.33 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.34 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.35 **Resident Project Representative** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.36 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.37 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.38 **Roadway** - The portion of a highway within the limits of construction.

1.3.39 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.40 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.41 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications or Standard Specifications.

1.3.42 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative Code. Any corporation or partnership, which offers engineering services, must hold a current Certification of Authorization from the Florida State Board of Professional Engineers. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

- 1) Registration as a Professional Engineer in the State of Florida
- 2) Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.43 **Specifications** - The directions, provisions and requirements contained in the General Specifications, Technical Specifications, Special Provisions and Standard Specifications.

1.3.44 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.45 **State** - State of Florida

1.3.46 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.47 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.48 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.49 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and stripping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact and functioning such as signs, guardrail, stripping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the

Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

1.3.50 Substructure - All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.51 Superintendent - The Contractor's authorized representative responsible and in charge of the Work.

1.3.52 Superstructure - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.53 Supplemental Agreement - A written agreement between CFX and the Contractor modifying the Contract within the limitations set forth in these specifications.

1.3.54 Surety - The corporate body, bound by the Public Construction Bond with and for the Contractor, who agrees to be responsible for acceptable performance of the Work by the Contractor and for payment of all debts pertaining thereto.

1.3.55 Supplier - A manufacturer, fabricator, supplier, distributor, materialmen or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.56 Technical Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work associated with road and bridge construction.

1.3.57 Travel Way - The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.3.58 Unilateral Adjustment- A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.59 Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.60 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Drawings or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

- 2.3.2 Increase, Decrease or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary

compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) **Equipment:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work; provided, however, that such payment for additional bond will only be paid upon presentment to CFX of clear and convincing proof that the Contractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. Should the Contractor elect to provide subguard coverage in lieu of requiring a bond from a sub, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

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(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused solely by CFX is, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor to be.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in

accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.2.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.2.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.2.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the

limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.2.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.2.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

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- 2.3.3 Connections to Existing Pavements, Drives and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Design Standards identified in the Contract Documents.

- 2.3.4 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

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- 2.3.5 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.6 Cost Savings Initiative Proposal

2.3.6.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. CFX will not recognize the Contractor's elimination of work, or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.6.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.
5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.6.3 Processing Procedures: The Contractor shall submit five (5) copies of the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.6.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.6.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX

requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT and AASHTO criteria requirements including bridge loading ratings.

2.3.6.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.6.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or design standard indexes or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such

notice by the Contractor, and the fact that CFX has kept account of the labor, Materials and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless

CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims For Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

- a. Loss of profit, incentives, or bonuses;
- b. Any claim for other than Extra Work or delay;
- c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
- d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
- e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

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2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;

8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

- 2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be

used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Design Standards are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Drawings shall be prepared or reproduced on permanent material made for the purpose, such as tracing cloth, plastic, mylar or xerographic bond paper, hereafter referred to as masters. The size of the sheets shall be no larger than 24 by 36 inches. Each sheet shall be numbered consecutively for the series and the sheet number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

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3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the sheet numbers shall indicate the total number of sheets in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be bound and submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

Documents other than drawings may be on xerographic paper or glossy paper material as appropriate. For the purpose of this specification, the term "shop drawings" shall be deemed to include these other documents.

3.1.4.5 Submittal Paths and Copies:

The Contractor shall submit one (1) set of prints along with one (1) set of reproducible copies of each series of shop drawings to the CEI with a copy of the letter of transmittal sent to the Consultant. For Work requiring other documentation (e.g. catalog data, material certifications, material tests, procedure manuals, fabrication / welding procedures, and maintenance and operating manuals) a minimum of eight (8) copies of each document shall be submitted with the prints. The mailing address of the Consultant will be furnished by CFX.

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For other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI one (1) set of prints along with one (1) reproducible copy of each series of shop drawings and four (4) copies of applicable calculations. Each print and the cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.6 Processing of Shop Drawings:

3.1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier and etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 15-calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 10-calendar day period is provided for each re-submittal.

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It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45- and 30-day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.6.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

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In case of discrepancy, the governing order of the documents shall be as follows:

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 Record Drawings: During the entire construction operation, the Contractor shall maintain records of all deviations from the plans and specifications including Request for Information (RFI), field directives, sketches, etc., and shall submit those deviations to the CEI. The submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. A minimum submittal would be full-sized prints in good condition with all changes in red, accurately plotted. The print shall be in good condition as determined by the CEI. The marked up prints shall be submitted within 15 days of the Project acceptance or termination of Work. Preparation of the record drawings shall be the responsibility of CFX. Retainage will not be released by CFX until the marked up prints and records have been submitted and accepted by CFX.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

- 3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

- 3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit by certified mail to the Florida Highway Patrol and other local law enforcement agencies, a description of the Project location and the name(s) and telephone number(s) of individual(s) designated to be contacted in cases of emergencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

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3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm>.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and such other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

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3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

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3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

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3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

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 Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, 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, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's

performance of the Contract determined necessary by CFX for any purpose. Bid 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 the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also 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, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

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2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or 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 the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the 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 the Contractor's claim(s).

Attorney's 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 through and including the arbitration hearing, 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 such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the 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 is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

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4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

- 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

- 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

- 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

- 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

- 5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

- 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

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5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

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CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.
- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

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- 4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

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

operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

The acceptance of delivery by CFX of any certificate of insurance and endorsement 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 and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. 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.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor 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 through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

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- 5.11.6 **Builder's Risk:** If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 **Railroad Insurance:** When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

- 5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

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5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was

eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

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

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5.27 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.

5.28 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.

5.29 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.

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5.30 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.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

- 6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

- 6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.
- 6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.
- 6.3.3 Submission of Working Schedule: Within 21 calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

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6.4 Limitations of Operations

- 6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

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- 6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working

within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

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- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

- 6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

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6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

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- 6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

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6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

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6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;

- f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
- g. fails to pay timely its subcontractors, suppliers or laborers or;
- h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
- i. becomes insolvent or is declared bankrupt or;
- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order

or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations.

Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

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7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated

to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

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4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors
x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable
Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor.

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(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

- 7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

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On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

- A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified

acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
 - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

- 9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.
- 9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

- 9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.
- 9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.
- 9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")**, _____ (**"Contractor"**) and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ (**"Members"**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may,

but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member

shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this

Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars (\$1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 KELLY PARK ROAD TURN LANE & PLANT STREET
INTERCHANGE RAMPS RESURFACING
PROJECT NO. 429-753; CONTRACT NO. 001471

PROPOSAL OF

Atlantic Civil Constructors Corp

(NAME)

7575 Kingspointe Parkway Ste 12A

(ADDRESS)

407-277-8410

(TELEPHONE NO.)

Submitted 11-28-2018

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the approved project plans, General Specifications, Technical Specifications, Special Provisions, the form of Contract, and the Bond. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans, General Specifications, Technical Specifications, Special Provisions, Standard Specifications and addenda, if any; and the requirements under them for the prices shown on the Bid Form.

We, the undersigned, further understand and shall comply with subsection 20.055(5), Florida Statutes.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 01 Dated 11-21-18 Bidder and/or Representative Initial AC

Addendum No. 02 Dated 11-27-18 Bidder and/or Representative Initial AC

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Atlantic Civil Constructors Corp

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to: perform all necessary force account work, as provided for in the General Specifications; execute the Contract within 15 calendar days after the date on which the notice of award has been given; and fully complete all work within 120 calendar days (plus such additional time as may have been granted by CFX).

The undersigned states that it is prequalified by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in a combination of Flexible Paving, Grading and Drainage. Furthermore the undersigned states that it is prequalified or its subcontractor, a joint venture member or partner by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in Hot Plant-Mixed Bituminous Course.

Copies of all required current Certificates of Qualification in the specified classes of work are attached to the Bid. The undersigned acknowledges that failure to submit the certificates may result in rejection of the Bid and that prequalification is required irrespective of the contract amount.

The undersigned further agrees to furnish a sufficient and satisfactory Public Construction Bond in the sum of not less than 100 percent of the Contract price of the work, as indicated by the approximate quantities shown here, on a bonding company authorized to do business in Florida and acceptable to CFX.

The undersigned acknowledges that the Central Florida Expressway 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 CFX.

Accompanying this Proposal is a Proposal Guaranty, made payable to the Central Florida Expressway Authority, of not less than five percent (5%) of the total actual bid which guaranty is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned shall fail to execute the attached Contract under the conditions of this proposal; otherwise, said guaranty will be returned to the undersigned upon the delivery of a satisfactory Public Construction Bond.

*

*

*

*

Atlantic Civil Constructors Corp

Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless CFX against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

Chris Sousa

Principal (Bidder)

By: 

President or Vice President

Attest: 

Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

JOINT VENTURE:

Principal (Bidder)

By: _____

Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____

Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

Principal (Bidder)

Signature: (1) _____

Co-Partner or General Partner

Signature: (2) _____

Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and address of
each partner on a separate sheet)

BIDDER MUST EXECUTE THE ATTACHED AFFIDAVIT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 KELLY PARK ROAD TURN LANE & PLANT STREET
INTERCHANGE RAMPS RESURFACING
PROJECT NO. 429-753; CONTRACT NO. 001471

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Orange

Before me, the undersigned authority, personally appeared Chris Sousa, who being

duly sworn, deposes and says he is President

(Title)

of Atlantic Civil Constructors Corp of Orlando, Florida


(Firm)

(City and State)

the bidder submitting the attached Proposal for the work covered by CFX Project No. 429-753 in Orange County, Florida.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named project. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public contract lettings in any other state.

Corporation Must
affix Seal


(Bidder)

By: Chris Sousa

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11-28-2018,
(Date)

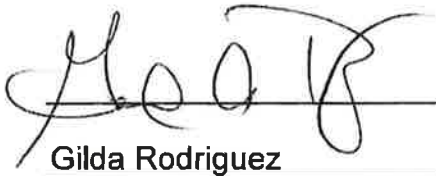
by Chris Sousa President
(Name of Officer or agent, title of officer or agent)

of Atlantic Civil Constructors Corp
(Name of Corporation acknowledging)

a Florida corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

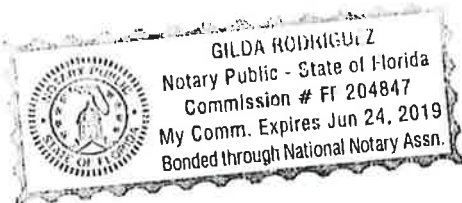
personally known to me or has produced X
(Type of identification)

as identification and did (did not) take an oath.



Notary Public, Commission No. FF20487

Gilda Rodriguez (Name of Notary typed, printed or stamped)



(SEAL ABOVE)

Title or Type of Document _____ (Optional)

Number of Pages _____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. CFX will also disqualify such bidders on any work of CFX until such participant shall have been reinstated as a qualified bidder.

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

Central Florida Expressway Authority
DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE)
UTILIZATION SUMMARY

Prime Contractor: Atlantic Civil Constructors Corp

CFX Project No.: 429-753 Contract Amount \$ 954,213.96

Grand Total Anticipated Sublet \$ 529,090.41

D/M/WBE Subcontractors (Name Only)	\$ Amount for Objective
L V Concrete, Inc	\$11,484
EAC Transport Corp	\$10,000
C. SLAGTER CONSTRUCTION	\$4,000
Unlimited Turf, LLC	\$7,181.46

Total Dollar Amount for D/M/WBE Participation Objective \$ 32,665.46

D/M/WBE Percentage of Total Project 3.4 %

NOTE: Participation Objective may be rounded to the nearest tenth %.

NOTE: If the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted.

FOR USE BY CFX ONLY

Participation Objective Achieved \$ _____ % _____

Date _____ APPROVED _____ DISAPPROVED _____

Central Florida Expressway Authority
D/M/WBE Utilization Form

Prime Contractor: Atlantic Civil Constructors Corporation
CFX Project No.: 429-753

D/M/WBE Subcontractor

Name of Company: Unlimited Turf, LLC
Address: 414 S Parrott Ave, Okeechobee, FL 34974
Phone: 863-357-5700 Contact Person: David Fawcett

(CFX must be able to reach the D/M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
570-1-2	Performance turf, Sod

Signature/Title of D/M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to D/M/WBE Manufacturer (\$ _____ x 1.00) \$ _____
Amount to be paid to D/M/WBE Supplier (\$ _____ x .60) \$ _____
Amount to be paid to D/M/WBE Subcontractor \$ 7,181.46

Total to D/M/WBE (toward Participation Objective) \$ 7,181.46

Ch. [Signature] President
Signature/Title of Prime Contractor's Representative

D/M/WBE Certified by: _____

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the D/M/WBE will be confirmed with the D/M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if CFX cannot confirm a quote, CFX may consider it just cause to consider the bid non-responsive and reject the bid.

Central Florida Expressway Authority
D/M/WBE Utilization Form

Prime Contractor: Atlantic Civil Constructors Corporation
CFX Project No.: 429-753

D/M/WBE Subcontractor

Name of Company: EAC Transport Corp
Address: 851 E Donegan Ave
Kissimmee, FL 34744
Phone: 321-624-8315 Contact Person: Eli Carro

(CFX must be able to reach the D/M/WBE at the above phone within two working days after the bid opening)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
327-70-6	milling existing asphalt pavement(1-1/2" depth)
327-70-12	milling existing asphalt pavement(1-1/4" depth)
327-70-19	milling existing asphalt pavement(3/4" depth)
334-1-13	superpave asphaltic concrete (tl-c)
334-1-53	superpave asphaltic concrete (tl-c)(pg 76-22)
337-7-25	asphaltic concrete friction course fc-5(pg 76-22)(black granite)
337-7-83	asphaltic concrete friction course fc-12.5(tl-c)(pg 76-22)(black granite)

Signature/Title of D/M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to D/M/WBE Manufacturer (\$ _____ x 1.00) \$ _____
Amount to be paid to D/M/WBE Supplier (\$ _____ x .60) \$ _____
Amount to be paid to D/M/WBE Subcontractor \$ 10,000.00

Total to D/M/WBE (toward Participation Objective) \$ 10,000

Chris M. President
Signature/Title of Prime Contractor's Representative

D/M/WBE Certified by: _____

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the D/M/WBE will be confirmed with the D/M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if CFX cannot confirm a quote, CFX may consider it just cause to consider the bid non-responsive and reject the bid.

Central Florida Expressway Authority
D/M/WBE Utilization Form

Prime Contractor: Atlantic Civil Constructors Corporation
CFX Project No.: 429-753

D/M/WBE Subcontractor

Name of Company: C. SLAGTER CONSTRUCTION
Address: PO BOX 1154
PALM CITY, FL 34991
Phone: 407-394-9415 Contact Person: RENEE CHEUVRONT

(CFX must be able to reach the D/M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
536-85-24	GUARDRAIL END TREATMENT-PARALLEL APPROACH TERMINAL

Signature/Title of D/M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to D/M/WBE Manufacturer (\$ _____ x 1.00) \$ _____
Amount to be paid to D/M/WBE Supplier (\$ _____ x .60) \$ _____
Amount to be paid to D/M/WBE Subcontractor \$ 4,000.00

Total to D/M/WBE (toward Participation Objective) \$ 4,000

Chris Smith President
Signature/Title of Prime Contractor's Representative

D/M/WBE Certified by: _____

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the D/M/WBE will be confirmed with the D/M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if CFX cannot confirm a quote, CFX may consider it just cause to consider the bid non-responsive and reject the bid.

Central Florida Expressway Authority
D/M/WBE Utilization Form

Prime Contractor: Atlantic Civil Constructors Corporation
CFX Project No.: 429-753

D/M/WBE Subcontractor

Name of Company: L V Concrete, Inc
Address: PO Box 467
Apopka, FL 32707
Phone: 407-553-1124 Contact Person: Lorenzo

(CFX must be able to reach the D/M/WBE at the above phone within two working days after the bid opening)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
521-72-3	SHOULDER CONCRETE BARRIER, 32"
522-1	CONCRETE SIDEWALK & DRIVEWAYS, 4" THICK

Signature/Title of D/M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to D/M/WBE Manufacturer (\$ _____ x 1.00) \$ _____
Amount to be paid to D/M/WBE Supplier (\$ _____ x .60) \$ _____
Amount to be paid to D/M/WBE Subcontractor \$ 11,484.00

Total to D/M/WBE (toward Participation Objective) \$ 11,484

Ch. Loran President
Signature/Title of Prime Contractor's Representative

D/M/WBE Certified by: _____

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the D/M/WBE will be confirmed with the D/M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if CFX cannot confirm a quote, CFX may consider it just cause to consider the bid non-responsive and reject the bid.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

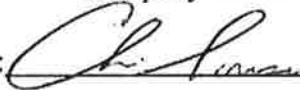
If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348.753, and 104.31, as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the CFX Code of Ethics, a copy of which is available on the CFX web site at www.CFXway.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Atlantic Civil Constructors Corp

Company Name

By:



Title: President

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**CERTIFICATION REGARDING PROHIBITION AGAINST
CONTRACTING WITH COMPANIES PURSUANT TO FLORIDA
STATUTE SECTIONS 287.135 AND 215.473**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit, are not participating in a boycott of Israel; on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or do not have business operations in Cuba or Syria.

Atlantic Civil Constructors Corp

Company Name

By: 

Title: President

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
VANASSE HANGEN BRUSTLIN, INC.**

**DESIGN CONSULTANT SERVICES FOR
THREE-LINE DYNAMIC MESSAGE SIGNS (DMS)
REPLACEMENT PROJECT**

CONTRACT NO. 001419, PROJECT NO. 599-545

**CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: \$650,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

**DESIGN CONSULTANT SERVICES FOR
THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT**

DESIGN SERVICES

**CONTRACT NO. 001419
PROJECT NO. 599-545**

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Potential Conflict Disclosure Form	
E	Exhibit "E", Project Organization Chart	
F	Exhibit "F", Project Location Map	

Table of Contents

1.0.	DEFINITIONS.....	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE	2
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0.	COMPLIANCE WITH LAWS.....	6
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION.....	7
11.0.	ADJUSTMENTS	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0.	INSURANCE.....	9
15.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	11
16.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	12
17.0.	DOCUMENTED ALIENS	13
18.0.	E-VERIFY CLAUSE.....	13
19.0.	INSPECTOR GENERAL	13
20.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
21.0.	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	14
22.0.	AVAILABILITY OF FUNDS	14
23.0.	AUDIT AND EXAMINATION OF RECORDS.....	15
24.0.	GOVERNING LAW AND VENUE.....	16
25.0.	NOTICE.....	16
26.0.	HEADINGS	17
27.0.	CONTRACT LANGUAGE AND INTERPRETATION	17
28.0.	ASSIGNMENT	17
29.0.	SEVERABILITY	17
30.0.	INTEGRATION.....	17
31.0.	ATTACHMENTS.....	18

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

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Vanasse Hangen Brustlin, 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 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Three-Line Dynamic Message (DMS) Replacement Project identified as Project No. 599-545 and Contract No. 001419.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

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

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

ECHO UES, Inc Nadic Engineering Services, Inc. Protean Design Group

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$650,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with

supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and

secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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 the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured.

ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in

writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred to 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. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

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.

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. 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.

20.0. 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.”

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

24.0. 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 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. 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: Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: Joe Perri

Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: David Mulholland

26.0. 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.

27.0. 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.

28.0. ASSIGNMENT

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

29.0. 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.

30.0. 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.

31.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

Project No. 599-545
Contract No. 001419

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

VANASSE HANGEN BRUSTLIN, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Exhibit “A”

Negotiated

Scope of Services

Professional Engineering Design Services

Project 599-545: Three-line Dynamic Message Sign Replacement Project

Scope of Services

Prepared by

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Central Florida Expressway Authority

April 27, 2018

1.0 GENERAL

1.1 PROJECT BACKGROUND

The Authority's Three-line Dynamic Message Signs (DMS) are a critical component of CFX mainline operations. Each 3-Line DMS displays important information related to traffic operations for each traveler. The DMS is located on existing structures throughout CFX's system. The messages displayed vary from travel time updates, to roadway alerts, to emergency information. In order to improve functionality, system reliability, and increase ease of maintenance, the Authority has elected to replace the ~~twenty-six (26)~~ twenty (20) existing three-line DMS.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Replacement of approximately ~~twenty-six (26)~~ twenty (20) three-line DMS. Addition of two (2) new three line DMS installations upon CFX direction (included in Contract Allowances).
- Evaluate and recommend a manufacture for the replacement DMS signs. The three manufacturers that are to be evaluated are Daktronics, SES America, and Telegra. The designer is to provide a report that justifies their recommendation to CFX.
- Structurally evaluate each existing three-line DMS structure to determine if each existing structure can be utilized for the proposed DMS. ~~Design new structures on a case-by-case basis if existing structure cannot be re-used.~~
- Evaluate all existing DMS locations to determine if the catwalk is meeting current FDOT design standards. New or extensions of the existing catwalk may be required based upon this evaluation.
- Conduct an analysis of existing DMS coverage to determine if any additional DMS are required throughout the system. Major interchanges and highly congested sections of the mainline are areas of concern. The analysis will focus on the five (5) locations previously identified as part of the proposal effort based on daily traffic counts provided by CFX.
- Propose new 334 ITS cabinets for the new DMS.
- Evaluate and recommend a method and manufacturer for a proposed UPS system which backs up the proposed and existing three-line DMS. The three options that are to be evaluated are Zinc-5, Liquid propane generator, and gas generator. The designer is to provide a report that justifies their recommendation to CFX.
- Replacement of existing analog CCTV cameras and lowering arms that are viewing the proposed DMS.
- Design a micro-grid electrical system along SR 528 using backup generators at 3 utility power service locations at ICP, Dallas Blvd and SR 520.
- MOT plans development using schematics and coordination with other local and FDOT agencies

The Authority shall herein be defined as the Central Florida Expressway Authority (CFX) and/or their representative/designate.

1.2 PROJECT DESCRIPTION

The Authority requires professional design services to support the systemwide replacement of the Authority's existing three-line DMS system. These requirements are described in detail below.

The scope of this project includes all site design necessary to replace the twenty-six (26) three-line DMS that are shown within Appendix A.

The upgraded signs shall be installed on the existing sign structures utilized by the existing three-line DMS whenever possible. As part of this project, the Designer shall perform a structural evaluation on each existing three-line DMS structure and determine whether it is structurally appropriate to accommodate the proposed DMS. The Designer shall also consider the static sign panels on the existing sign structure when performing their evaluation.

One of the primary goals of this project is to deploy a three-line DMS system that minimizes the cost of system maintenance and provides greater accessibility to the DMS components. As such, it is critical that the design evaluates the existing DMS sign structure to verify if the existing catwalk meets current FDOT standards. The Designer shall design all power services, sign controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sign face shall be accomplished using a fiber optic interconnect. Design of appropriate surge protection device placement shall be included.

The Designer shall review and recommend to CFX a three-line DMS from the following manufacturers: Daktronics, SES America, and Telegra. The recommended model will be reviewed by CFX and approved based upon the information provided by the designer. This evaluation shall occur on the onset of the project to allow for the designer to maintain the current schedule requirements. This evaluation will compare the three manufacturers based upon reliability from other projects, cost value of their system, and maintenance requirements. The DMS design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, new structural grounding array, civil support infrastructure, inside plant design, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure. The Designer's fee estimate shall include provisions to design up to 2226 three-line DMS sites.

The Designer shall also include the evaluation and recommendation of a UPS/Generator system to back up the proposed and existing DMSs throughout the system. The evaluation shall be between the following methods: Zinc-5, Liquid propane generator, and a gas generator. It is the responsibility of the designer to provide a written recommendation that compares the reliability, cost estimate and maintenance requirements of each of the UPS systems. CFX will review the recommendation and provide direction of which system to implement within the plan set. The designer is to provide these upgrades to all proposed and existing DMS locations. The Designer's fee estimate shall include provisions to design up to 47 36 UPS/Generator systems.

To provide a higher level of service for traffic related incidents and for real time verification of DMS messages, CFX is requesting the replacement of any analog cameras that are used to view the current DMS signs with High Definition CCTV cameras as specified within CFX specifications. These updates will also require the replacement of the existing lowering device that is affixed to the analog camera. ~~The Designer's fee estimate shall include provision to design up to~~

The Designer shall research and develop plans, where necessary, of possible additional DMS locations that are agreed upon by CFX based upon the designer's input. The DMS design shall include, but not be limited to, device layout, foundation designs based on existing CFX standards, network architecture, utility coordination, power interconnect, "last-mile" connectivity with the fiber optic network backbone, feeder fiber and conduit utilization, civil support infrastructure, and value engineering. The Designer's fee estimate shall include provision to design up to 2 DMS signs and structures.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Provide a written recommendation for the DMS manufacturer
- Provide a written recommendation for the UPS system method and possible manufacturers
- Document the power requirements of a typical ITS Device site for each of the evaluated DMS UPS system. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the ten (10) amp load being carried to the furthest device to appropriately size the breakers, disconnects and transformers for the DMS replacements.
- Document which analog cameras and lowering devices that are to be replaced based upon the review of the existing sites.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. ~~The Designer must also obtain approval of CCTV locations before providing CCTV bucket truck surveys.~~ All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-~~XXX~~545. The Designer shall prepare site construction plans utilizing aerial rasters and/or topographic electronic files provided by CFX as the basemap. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the basemap. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202, 429-203, 429-204, 429-205, and 429-206; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial rasters at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 10 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated camera poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- Device layout
- Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Data collection sensor mounting details
- Three-line DMS structural mounting details
- Connection List sheets detailing all interconnections for each device
- Connectivity with the FON backbone conduits

- Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
- Fiber cable routing summaries, fiber cable allocation chart, splice details and splice tables as needed.
- Data collection sensor mounting details
- Traffic Monitoring sensor mounting details, if mounted on DMS structure
- Dynamic Message Sign details (as necessary for device co-locations)
- Power interconnect, service point details, and voltage drop calculations
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic (minimize disruptions to customers)
- System Overview showing new and existing ITS device locations on a map
- System Overview showing the power services and locations on a map
- Table of quantities
- Special notes/Pay Item Notes
- System block diagrams
- Surge Protection Devices (SPD) installation details
- Data collection sensor mounting details, including details showing integration of DCS equipment into the DMS housing
- Camera pole, lowering system, foundation and mounting details
- Data collection sensor mounting details.
- Cabinet Details including new pole mount and base mount cabinets, existing pole mount and base mount cabinets, and NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DCS to match existing CFX DCS subsystem
- Power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DMS to match existing CFX DMS subsystem.

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Maximizing transponder read effectiveness of Data Collection sensors.
- Maximizing data collection effectiveness of traffic monitoring station sensors.
- Traffic impact.
- Accessibility and ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.

- ~~Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.~~
- ~~When creating the power design, the Designer shall be mindful of system redundancy. While device co-location is desirable, the Designer shall make sure such co-location does not occur to the detriment of the overall ITS system. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstances shall a single power service support devices that are spliced to the fiber on separate sides of the road.~~

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), fiber optic interconnect (including conduit, pullboxes, fiber optic cable, splice details, splice tables, fiber allocation charts), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g. load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 75%, 100%, and bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, and bid set submission phases. These specifications shall include the technical specifications specific to related equipment in

the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

The Designer shall sign and seal bid set Technical Specifications by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. If the Designer recommends revisions to part numbers listed in the standard specifications, The Designer shall submit product description sheets, specifications and operation/maintenance manuals from equipment Vendors for each specified device that specifically addresses equipment adherence to the Technical Specifications with the bid submittal. The Designer shall obtain a statement of conformance from each Vendor signed by a duly authorized officer of the company. The Technical Specifications shall be subject to the review and approval of CFX. Additional Technical Specifications may be developed by the Designer if required by project specific designs.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 75%, 100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by

recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

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

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 270 calendar days:

- Notice to Proceed (Assume a start date of ~~June X, 2018~~ Jan X, 2019)
- Project Kickoff Meeting - Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule – Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan – within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase – 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

<u>SUBMITTAL/ITEM</u>	<u>NO. OF COPIES</u>
Project Schedule	3
Quality Control Plan	3
Design Methodology Report	5

Site Construction Plans	5
Site Design Calculations	5
Technical Specifications	5
Construction Cost Estimate	5

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD-ROM of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in Microstation™ format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left hand corner of the design plane. The Designer shall be responsible for any translation of a non-Microstation design file to Microstation™ format. Upon CFX approval, the Designer may use Microsoft Visio™ for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on CD-ROM. Designer shall submit all project schedules in Microsoft Project™ format on CD-ROM or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint™ format on CD-ROM. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Design Standards and Specifications

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format
- Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 and 429-203.
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation
- CFX ITS DMS Sign Cross Sections for Existing DMS Structures

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Master Plan
- Sign Structure Inspection Reports
- CFX ITS Electrical System As-Builts for SR 528 Corridor

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Equipment to be used and assumed required number of borings are itemized on the estimate expenses.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work.

Exhibit “B”

**Method of
Compensation**

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

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

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$500,000.00.

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

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary. Includes Fee amounts from section 2 of Exhibit "C" for design of 2 new DMS locations as directed by CFX.

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

(CONSULTANT)

Total Activity Salary Costs	\$188,925.43
(a) Overhead Additives	
(1) Combined (160.46%)	\$303,149.74
Subtotal (Salary + Overhead)	\$492,075.17
(b) Lump Sum for Operating Margin (12.00%)	\$22,671.05
Subtotal (Salary Related)	\$514,746.22
(c) Design Survey - Field (Prime)	\$0.00
(d) Direct Expenses - Lump Sum (Prime)	\$1,800.44
BASIC FEE	\$516,546.66
(e) Subcontracts (Limiting Amount)	\$41,562.69
(f) Allowance	\$91,890.65
TOTAL MAXIMUM LIMITING AMOUNT	\$ 650,000.00

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

3.00 ALLOWABLE COSTS:

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

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

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

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of **160.46%** when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

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

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

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

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

4.00 METHOD OF PAYMENT:

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

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

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

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is **160.46** percent.

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

- The combined allowance for administrative overhead and fringe benefits shall not exceed 160.46%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

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

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

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

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

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

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

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

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

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

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

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

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

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

Exhibit “C”

**Details of Cost and
Fees**

Exhibit “D”

**Potential Conflict
Disclosure Form**

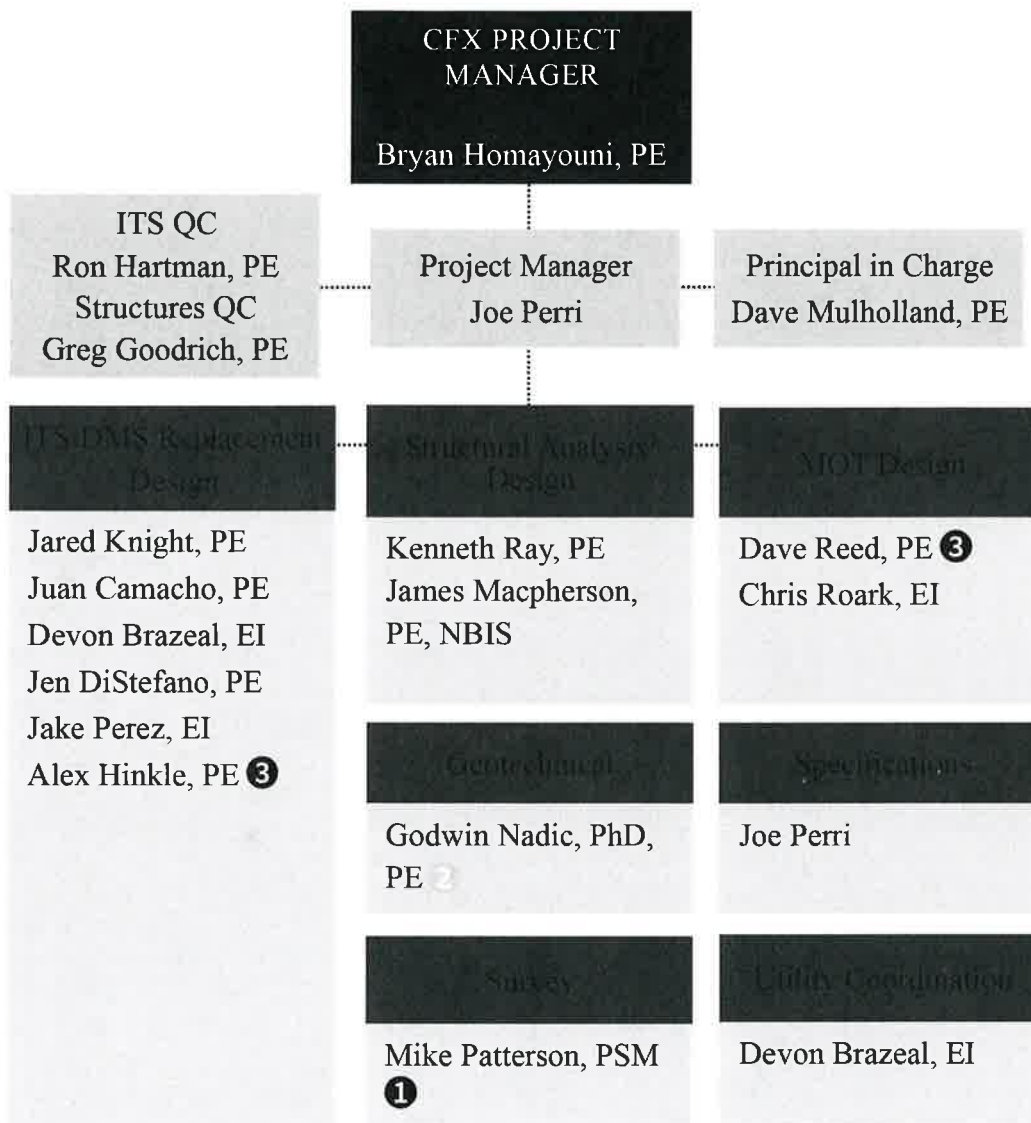
Exhibit “E”

Project Organization

Chart



Organization Chart



SUBCONSULTANTS

① ECHO UES, Inc.

② Nadic Engineering Services, Inc.

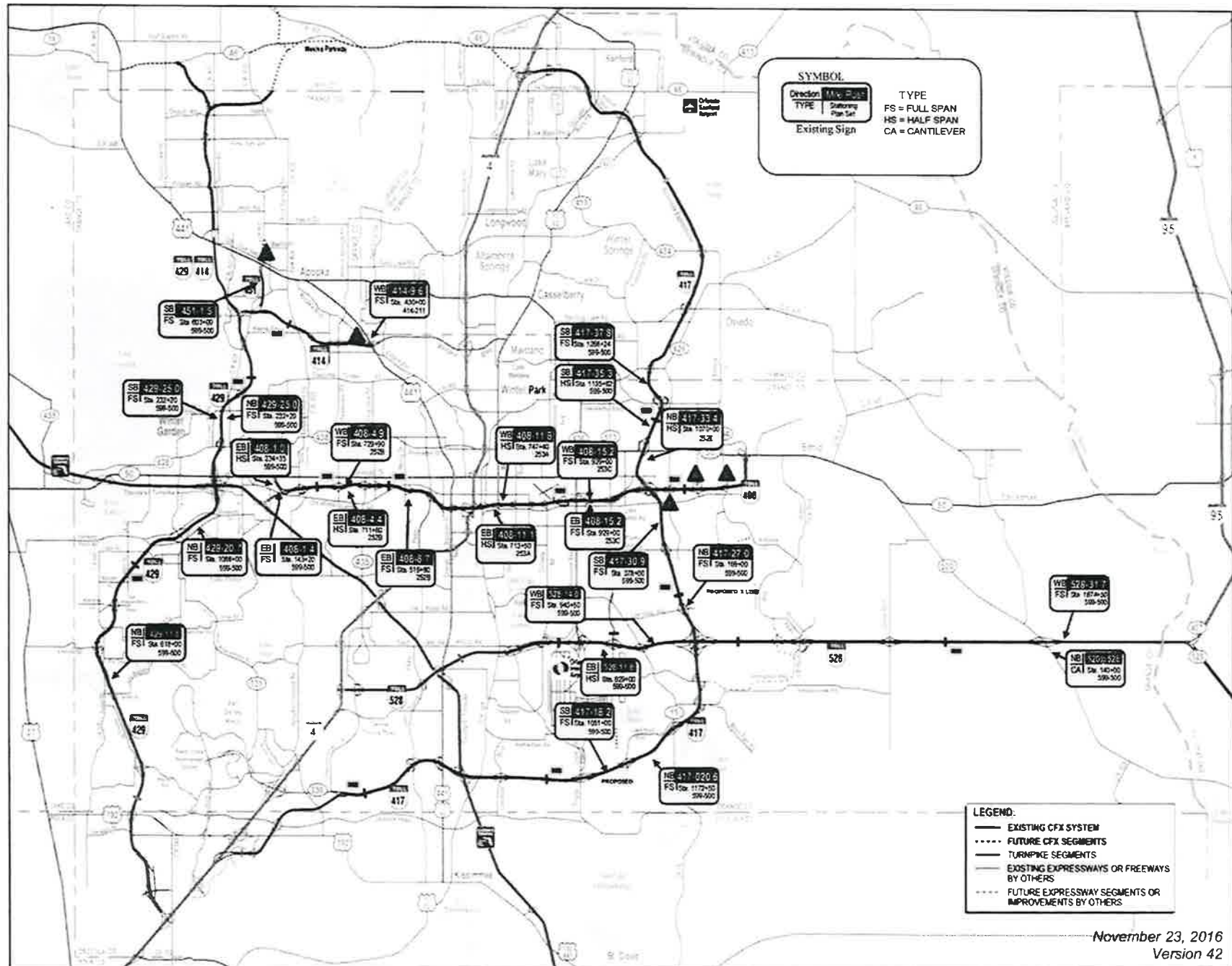
③ Protean Design Group



Exhibit “F”

Project Location Map

Skyline 3-Line DMS				Location Number
SR 408				
408-1.0 EB Ramp	408-EB-WeeColonial Dr MM 1.0 ramp	•		1
408-1.4 EB	408-EB-Turnpike MM 1.4	•		2
408-4.4 EB	408-EB-Kirkman MM 4.4	•		3
408-4.9 WB	408-WB-KirkmanRd MM 4.9	•		4
408-7.5 EB	408-EB-JYP MM 7.5	•		5
408-9.3 WB	408-WB-OBT MM 9.3		To be replaced by I4 Ultimate	
408-11.1 EB	408-EB-Mills Ave MM 11.1	•		6
408-11.8 WB	408-WB-Bunby Ave MM 11.8	•		7
408-15.2 WB	408-WB-Oxalis Ave MM 15.2	•		8
408-15.3 EB	408-EB-Goldenrod Rd MM 15.2	•		9
408-20.1 WB	408-WB-Rouse Rd MM 20.1		To be replaced by 408-128	
408-20.6 EB	408-EB-Alafaya MM 20.6		To be replaced by 408-128	
SR 417				
417-6.5 NB	417-NB-SR536 MM 6.5		To be replaced by 417-141	
417-14.7 NB	417-SB-Landstar Blvd MM 14.7		To be replaced by 417-149	
417-18.2 SB	417-SB-BoggyCreek Rd MM 18.2		Widening project to be advertised in 6 to 9 months per Kamien	
417-20.6 NB	417-NB-Narcoossee Rd MM 20.6		Replaced within Widening 417-150 (widening is to the inside)	
417-20.7 NB	417-NB-LeeVista Rd MM 27.0	•		10
417-30.9 SB	417-SB-CunryFord Rd MM 30.9	•		11
417-35.3 SB	417-SB-E Colonial Dr MM 35.3		To be replaced by 417-134	
417-37.8 SB	417-SB-Seminole Co MM 37.8		To be replaced by 417-134	
417-08.1 SB	417-SB-Idrive MM 8.1		To be replaced by 417-141	
417-14.7 NB	417-NB-BoggyCreek MM 14.7		To be replaced by 417-149	
417-33.4 NB	417-NB-Valencia MM 33.4	•		12
SR 429/451				
429-25.0 SB	429-SB-WestRd MM 25.0		Replaced within 429-152	
429-11.8 NB	429-NB-Seidel Rd MM 11.8	•		13
429-25.0 NB	429-NB-Plant St MM 25.0		Replaced within 429-152	
429-20.7 NB	429-NB-CR535 MM 20.7	•		14
451-1.5 SB	451-SB-OBT MM 1.5	•		15
SR 528/520				
528-14.0 WB	528-WB-Goldenrod Rd MM 14.0	•		16
528-11.8 EB	528-EB-Goldenrod Rd MM 11.8	•		17
528-23.2 WB	528-WB-Dallas MM 23.2		To be replaced by 528-131	
528-31.7 WB	528-WB-SR520 MM 31.7	•		18
528-23.2 EB	528-EB-Dallas MM 23.2		To be replaced by 528-131	
520-31.1 WB	520-WB-SR528 MM 31.1	•		19
SR 414				
414-9.6 WB	414-WB-US441 MM 9.6	•		20
Proposed Additional Signs to be Included at CFX Direction				
417-30.8-NB	417-NB-Berry Dease Rd MM 30.8	•		21
1 Unknown Location as a Provisional		•		22



**CONSENT AGENDA ITEM
#11**

TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Transfer Agreement") is made as of December 31, 2018 by the Osceola County Expressway Authority, a body politic and corporate created by Part V, chapter 348, Florida Statutes ("OCX") and the Central Florida Expressway Authority, a body politic and corporate created by Part III, chapter 348, Florida Statutes ("CFX").

WHEREAS, Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County") issued its Expressway System Senior Lien Revenue Bonds, Series 2014A (Poinciana Parkway Project) and Expressway System Senior Lien Revenue Bonds, Series 2014B (Poinciana Parkway Project) on April 11, 2014 (the "Series 2014 Bonds"), in the aggregate principal amount of \$67,709,464.50, to pay a portion of the cost to design, permit and construct a controlled access collector road connecting Polk County with Osceola County ("Poinciana Parkway"); and

WHEREAS, pursuant to an Agreement for Development of Poinciana Parkway among Osceola County, OCX, Polk County and Avatar Properties Inc., dated as of October 15, 2012, proceeds of the Series 2014 Bonds were provided to OCX, which was responsible for designing, permitting and constructing Poinciana Parkway; and

WHEREAS, simultaneously with issuance of the Series 2014 Bonds, Osceola County and OCX entered into a Lease-Purchase Agreement (the "Lease-Purchase Agreement"), pursuant to which (A) OCX has leased Poinciana Parkway from Osceola County for operation in accordance with the Trust Agreement between Osceola County and Branch Banking and Trust Company, pursuant to which the Series 2014 Bonds were issued; and (B) Osceola County has agreed to convey Poinciana Parkway to OCX when the Series 2014 Bonds have been or are deemed to be paid under the Trust Agreement; and

WHEREAS, Chapter 2014-171, Laws of Florida (the "2014 Legislation") provides for transfer to CFX of all powers, governance and control of the Osceola County Expressway System, together with the assets, liabilities, facilities, tangible and intangible property and any rights in the property, and any other legal rights of OCX; and

WHEREAS, Poinciana Parkway is the only current component of the Osceola County Expressway System and is owned by Osceola County; and

WHEREAS, simultaneously with the execution and delivery of this Transfer Agreement, CFX and Osceola County have entered into that certain Amended and Restated Lease-Purchase Agreement (the "Restated Lease-Purchase Agreement") pursuant to which CFX has agreed to operate and maintain the tolled portions of the Poinciana Parkway located in Osceola County; and

WHEREAS, the Restated Lease-Purchase Agreement expressly provides that CFX's obligations thereunder (A) are expressly limited to Poinciana Parkway Revenues (as defined in the Restated Lease-Purchase Agreement) actually received by CFX and available for such purposes; (B) that CFX shall not be required to perform, satisfy or discharge any of its obligations thereunder to the extent that Poinciana Parkway Revenues are not received by CFX or are otherwise not legally available for such purpose; and (C) that CFX shall have no duty responsibility or obligation

to expend any of its funds or other revenues, including but not limited to System Pledged Revenues (as defined in its Master Bond Resolution) in furtherance of its performance of any of its obligations thereunder, provided however, that its obligations thereunder are limited solely to the toll revenues from the operation of the Poinciana Parkway; and

WHEREAS, subject to the funding limitations described in Section 3 hereof, OCX and CFX desire to enter into this Transfer Agreement to provide for transfer of any assets, liabilities, facilities, tangible and intangible property, and other legal rights of OCX to CFX, as contemplated by the 2014 Legislation and hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. RECITALS. The parties agree that the foregoing recitals are true and correct and by this reference incorporated and made a part of this Transfer Agreement.

SECTION 2. ASSIGNMENT OF AGREEMENTS AND OTHER ASSETS. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by OCX, OCX does hereby assign, grant, bargain, sell, convey, transfer and deliver to CFX, and its successors and assigns, all of OCX's right, title and interest in, to and under the assets described in this Section (collectively, the "Assets"):

(A) the following agreements, together with all amendments thereto and task orders issued thereunder:

(1) Agreement for Development of Poinciana Parkway among Osceola County, OCX, Polk County and Avatar Properties Inc., dated as of October 15, 2012,

(2) Task Authorization for general legal services between OCX and Nelson Mullins Broad and Cassel, dated as of December 18, 2012,

(3) Task Authorization for bond counsel services between OCX and Nelson Mullins Broad and Cassel, dated as of December 18, 2012,

(4) Professional Services Agreement (Construction Management and Engineering and Inspection Services) between OCX and AECOM Technical Services, Inc., dated as of May 2013,

(4) Design-Build Contract between OCX and Jr. Davis Construction/UIG Poinciana Parkway, LLC, dated as of October 10, 2013,

(5) Lease-Purchase Agreement between OCX and Osceola County, dated as of April 11, 2014,

(6) Agreement for Consulting and Lobbying Services, dated as of September 28, 2014,

(7) Professional Services Agreement (Program Management and General Engineering Services) between OCX and AECOM Technical Services, Inc., dated as of October 15, 2015,

(8) Interlocal Agreement among OCX, CFX and Osceola County, dated as of August 15, 2016,

(9) Service Agreement between OCX and USA Services of Florida, Inc., dated as of October 31, 2016,

(10) Agreement between OCX and Chavez's Lawn Services, Inc., dated as of November 10, 2016, and

(11) Agreement between OCX and Chapco Fence, LLC, dated as of April 2018;

(B) the following regulatory permits

(1) Permit No. SAJ-1993-302, issued to OCX by the U.S. Army Corp of Engineers,

(2) Permit Modification No. SAJ-1995-7852, issued to OCX by the U.S. Army Corp of Engineers,

(3) Permit No. SAJ-2008-2694, issued to OCX by the U.S. Army Corp of Engineers,

(4) Permit No. 49-00094-S-66, issued to OCX by the South Florida Water Management District, and

(5) Permit No. 53-00216-P, issued to OCX by the South Florida Water Management District; and

(C) In connection with the transfer of the above referenced Assets, OCX represents and warrants to CFX that:

(1) to the best of its knowledge, after reviewing the accounts, records and files of OCX, the Assets listed in (A) and (B) constitute all of the assets, liabilities, facilities, tangible and intangible property or other rights in property or other legal rights of OCX available to be transferred pursuant to this Transfer Agreement and that there are no other assets, liabilities, facilities, tangible and intangible property or other rights in property or other legal rights of OCX to be transferred hereunder; and

(2) there is no litigation currently pending or threatened against OCX with respect to the Assets, nor is there currently any administrative or governmental proceeding,

claim or other adverse or potentially adverse action pending or threatened with respect to the Assets.

OCX shall from time to time after the date hereof at the request of CFX and without further consideration execute and deliver to CFX such additional instruments of transfer and assignment, including without limitation any bills of sale, assignments of leases, deeds, and other recordable instruments of assignment, transfer and conveyance, in addition to this Transfer Agreement, as CFX shall reasonably request to evidence more fully the assignment by OCX to CFX of the Assets. The parties hereto acknowledge and agree that future services to be performed under or pursuant to any of the authorizations, contracts or agreements listed in the Assets shall be at the sole option and direction of CFX and that CFX reserves the right to terminate any said authorizations, contracts or agreements at any time in its sole discretion. Any warranties and indemnification obligations owing to OCX shall survive this Transfer Agreement and inure to the benefit of CFX.

SECTION 3. ASSUMPTION OF LIABILITIES. Subject to all funding limitations applicable to the transfer of assets and liabilities by OCX to CFX under the 2014 Legislation, as of the date hereof and except for amounts payable in respect of Task Order #18-1 issued under the Professional Services Agreement (Program Management and General Engineering Services) between OCX and AECOM Technical Services, Inc., dated as of October 15, 2015, for which Osceola County will remain obligated, CFX hereby assumes and agrees to pay, perform and discharge all liabilities, commitments, contracts, agreements, obligations or other claims against OCX (collectively, the "Liabilities") provided however, that during the period that CFX is operating the Osceola County Expressway System (i.e., the Poinciana Parkway) as a non-system project under the Restated Lease-Purchase Agreement, CFX's obligation to pay, perform and discharge any such Liabilities shall be limited to legally available revenues of the Osceola County Expressway System actually received by CFX, provided, further however, that such limitation shall not apply in the event that a Liability arises due to or as a direct result of the negligence or willful misconduct of CFX. During the period that the Poinciana Parkway is operated by CFX as a non-system project, CFX shall submit to Osceola County for its review, comment and approval within 30 days of its receipt thereof a budget detailing the proposed expenditures with respect to the Osceola County Expressway System (i.e., the Poinciana Parkway) for each fiscal year. Osceola County shall be a third party beneficiary of this Transfer Agreement for the purposes of enforcing its right to review, comment on and approve such annual budget. CFX shall from time to time after the date hereof at the request of OCX and without further consideration execute and deliver to OCX such additional instruments of assumption in addition to this Transfer and Assumption Agreement as OCX shall reasonably request to evidence more fully the assumption by CFX of the Liabilities.

IN WITNESS WHEREOF, the Osceola County Expressway Authority has caused this Transfer Agreement to be executed and delivered as of December 31, 2018.

**OSCEOLA COUNTY EXPRESSWAY
AUTHORITY**

(SEAL)

By: _____
Chairman/Vice Chairman

ATTEST:

Vice Chairman/Secretary

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Transfer Agreement to be executed and delivered as of December 31, 2018.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

(SEAL)

By: _____
Chairman/Vice Chairman

ATTEST:

Vice Chairman/Secretary

OCX/Poinciana Parkway Active Contracts

as of: 11/29/2018


Vendor	Description	Original Balance or Annual Max	Current Balance	Contract Expires	Date of last Invoice	Operating /Bond	Notes
AECOM	TA17-3: Prof Services for Ops & Maint of Pkwy	\$ 394,640.00	\$ 245,580.00	10/15/20	10/31/18	Operating	
AECOM	Task 7: Post Construction CEI Services	\$ 5,278,200.92	\$ 1,820,559.62	10/15/20	10/31/18	Operating	
AECOM	TA18-1: ITS Concept and Final Design	\$ 298,045.00	\$ 105,659.83	10/15/20	10/31/18	Bond	
AECOM	TA18-2: Poinciana Toll & Revenue Study	\$ 44,820.00	\$ 44,820.00	10/15/20	none	Operating	
AECOM	TA18-3: Marketing & Public Outreach	\$ 135,500.00	\$ 50,063.55	10/15/20	11/06/18	Operating	
Nelson Mullins / Broad & Cassel	General Representation	\$ 310,000.00	\$ 12,438.01	09/10/19	08/31/18	Operating	
Chapco Fence	Hurricane Irma and Other Fence Repairs as needed	\$ 24,467.00	\$ 24,467.00	03/31/19	none	Operating	
Chavez Lawncare	Mowing and Fence Spraying	\$ 212,355.00	\$ 212,355.00	09/30/19	11/13/18	Operating	-> Annual Max of \$212,355 starts 11/11/18 -> Estimated additional invoices of \$9,600 to \$18,600 by 12/31, depending on if they do 1 or 2 cycles of mowing during the month -> Contract ends 09/30/2019
Macy Island Consulting	Lobbying	\$ 45,000.00	\$ 35,000.00	06/30/19	11/26/18	Operating	-> Estimated additional invoices of \$5,000 by 12/31, depending on special provisions
USA Services	Street Sweeping	\$ 1,567.68	\$ 1,437.04	10/31/21	11/15/18	Operating	-> Annual Max of \$1,567.68 starts 11/01/18 -> Estimated additional invoices of \$130.64 by 12/31 -> Auto-renews at 5 yr anniversary (10/31/2021)
Frank Kruppenbacher	General Counsel	n/a	n/a	n/a	09/23/18	Operating	
CFX	Toll Plaza Maintenance	n/a	n/a	n/a	10/31/18	Operating	

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: December 6, 2018

SUBJECT: Approval of Supplemental Agreement No. 1 with AutoBase, Inc.
for Road Ranger Safety Service Patrol
Contract No. 001437

Board approval is requested for Supplemental Agreement No. 1 with AutoBase, Inc., to extend the service hours of the road ranger service patrol from 8:00 P.M. to 10:00 P.M. for \$950,000.00. The original contract was for five years with one five-year renewal.

The services include road range safety service patrol.

Original Contract	\$6,295,550.00
Supplemental Agreement No. 1	<u>\$ 950,000.00</u>
Total	\$7,245,550.00

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 1 entered into this 13th day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to amend the Scope of Service to extend the service hours from 8:00 P.M. to 10:00 P.M. at the same hourly of \$38.81/per hour; and,
2. The Contractor hereby agrees to the revisions at an additional cost of \$950,000.00; and,
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary to revise the language in the Scope of Service to extend the service hours.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: \$950,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

AUTOBASE, INC.

By: _____
Authorized Signature

Print Name: _____

Title: _____

Attest: _____

Notary

Date: _____

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 27, 2018

SUBJECT: Approval of Contract Award to Arazoza Brothers Corp. for
SR 429 Wekiva Parkway Landscape Improvements
Project 429-826, Contract No. 001451

An Invitation to Bid for the referenced project was advertised on September 30, 2018. Response to the invitation was received from one contractor, Arazoza Brothers Corp. by the October 31, 2018 deadline.

Bid result was as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Arazoza Brothers Corp.	\$1,931,350.00

The engineer's estimate for this project is \$1,858,317.65 and \$1,853,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 429-826 has reviewed the bid submitted by Arazoza Brothers Corp. and determined that there are two unbalanced Pay Items: Pay Item No. 580-65-5 Quercus Virginiana (southern Live Oak, 4" Caliper and Pay Item No. 584-1-1 Butia Capitata (Pindo Palm, 10' – 12' C.T. Straight). The higher bid prices as compared to the Engineer's estimate, can be attributed to volatile market conditions in the landscape construction industry.

A meeting was held with the Chief of Infrastructure and the Maintenance Director to discuss the options available to CFX. In addition, a survey of potential bidders was conducted to determine reasons for the lack of interest in bidding the current landscape project. The following contributing factors were discovered:

- There is currently a high demand for landscape services for commercial buildings and subdivisions etc. This work tends to be out of traffic areas, and is typically irrigated, both of which result in less risk to the contractor.
- The planned CFX Landscaping is primarily located in the median of SR 429. In addition, CFX designs utilize plant varieties that do not require irrigation once they are established. CFX requires the Contractor to maintain and water the plantings for a

2-year establishment period. Both the location and establishment period are essential to CFX, but come with increased risk to the contractor in contrast to the building / subdivision work discussed above.

- The location of CFX work requires our contractors to be trained and certified for Maintenance of Traffic for work adjacent to high speed limited access roadways. This is not common in the landscape industry and does limit the contractor pool to those willing to be properly trained to work in close proximity to traffic.

Considering the lone bidder has demonstrated successful performance on previously completed CFX work, and there were no irregularities that would result in the bid being rejected, it was agreed the solicitation process should proceed.

Board award of the contract to Arazoza Brothers Corp. in the amount of \$1,931,350.00 is recommended.

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

Reviewed by:



Don Budnovich, P.E.
Director of Maintenance



JAB

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ARAZOZA BROTHERS CORPORATION**

**SR 429 WEKIVA PARKWAY
LANDSCAPE IMPROVEMENTS**

**PROJECT NO. 429-826
CONTRACT NO. 001451**

**CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: \$1,931,350.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SR 429 WEKIVA PARKWAY LANDSCAPE IMPROVEMENTS

**PROJECT NO. 429-826
CONTRACT NO. 001451**

DECEMBER 2018

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 5
GS	GENERAL SPECIFICATIONS	GS-1 to GS-126
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
P	PROPOSAL	P-1 to P-10
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

Attached compact disk contains the following and are incorporated herein

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-2
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-3
	(See Special Provisions Table of Contents for listing of each special provision.)	

Addendum No. 1

Addendum No. 2

Plans

CONTRACT

This Contract No. 001451 (the "Contract"), made this 13th day of December 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Arazoza Brothers Corporation, of 15901 SW 242 Street, Homestead, FL., 33031, 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. 429-826, SR 429 Wekiva Parkway Landscape Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 820 calendar days. The Contract Amount is \$1,931,350.00. This Contract was awarded by the Governing Board of CFX at its meeting on December 13, 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: _____

ARAZOZA BROTHERS CORPORATION

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

MOA
will be
inserted here
prior to
execution.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 1 - Definitions and Terms	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	9
2.1 Intent of Contract	9
2.2 Work Not Covered by the General Specifications	9
2.3 Alteration of Plans	9
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 Connections to Existing Pavements, Drives and Walks	
2.3.4 Differing Site Conditions	
2.3.5 Changes Affecting Utilities	
2.3.6 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	23
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims For Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	
2.5 Unforeseeable Work	29
2.6 Right To and Use of Materials Found at the Site of the Work	29
2.6.1 Ownership and Disposal of Existing Materials	
2.6.2 Ornamental Trees and Shrubs	
2.7 Restoration of Right of Way	30

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 3 - Control of the Work	31
3.1 Plans and Working Drawings	31
3.1.1 Plans and Contract Documents	
3.1.2 CFX Plans	
3.1.3 Alterations in the Plans	
3.1.4 Shop Drawings	
3.2 Coordination of Plans and Specifications	35
3.3 Conformity of Work with Plans	35
3.3.1 Record Drawings	
3.4 Pre-Award Meeting	36
3.5 Orders and Instructions	37
3.5.1 Observation of the Work	
3.5.2 Examination of the Work	
3.5.3 Communications	
3.6 Engineering and Layout	39
3.6.1 Control Points Furnished by CFX	
3.6.2 Furnishing of Stake Material	
3.6.3 Layout of Work	
3.6.4 Specific Staking Requirements	
3.6.5 Personnel, Equipment, and Record Requirements	
3.6.6 Payment	
3.7 Contractor's Supervision	42
3.7.1 Prosecution of Work	
3.7.2 Contractor's Superintendent	
3.7.3 Supervision for Emergencies	
3.7.4 Worksite Traffic Supervisor	
3.8 General Inspection Requirements	43
3.8.1 Cooperation by Contractor	
3.8.2 Failure of CFX to Reject Work During Construction	
3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9 Final Inspection and Acceptance	45
3.9.1 Maintenance Until Final Acceptance	
3.9.2 Inspection for Substantial Completion	
3.9.3 Final Inspection	
3.9.4 Final Acceptance	
3.9.5 Recovery Rights Subsequent to Final Payment	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
3.10 Audit and Examination of Contract Records and Bid Records	46
3.11 Escrow of Bid Records	48
3.12 Prevailing Party Attorney's Fees	49
Section 4 - Control of Materials	51
4.1 Acceptance Criteria	51
4.1.1 General	
4.1.2 Sampling and Testing	
4.1.3 Certification	
4.1.4 Warranty and Guaranty	
4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)	52
4.3 Source of Supply and Quality Requirements	52
4.3.1 Only Approved Materials to be Used	
4.3.2 Notification of Placing Order	
4.3.3 Approval of Source of Supply	
4.4 Inspection and Tests at Source of Supply	53
4.4.1 General	
4.4.2 Cooperation by Contractor	
4.4.3 Retest of Materials	
4.5 Storage of Materials and Samples	54
4.5.1 Method of Storage	
4.5.2 Use of Right of Way for Storage	
4.5.3 Responsibility for Stored Materials	
4.5.4 Storage Facilities for Samples	
4.6 Defective Materials	54
Section 5 - Legal Requirements and Responsibility to the Public	56
5.1 Laws to be Observed	63
5.1.1 General	
5.1.2 Plant Quarantine Regulations	
5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
5.1.4 Compliance with Federal Endangered Species Act	
5.1.5 Occupational Safety and Health Requirements	
5.1.6 Discovery of Unmarked Human Burial Site	
5.1.7 Insecticides and Herbicides	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.2 Permits and Licenses	57
5.3 Patented Devices, Materials and Processes	58
5.4 Right of Way Furnished by CFX	59
5.5 Sanitary Provisions	59
5.6 Control of the Contractor's Equipment	59
5.6.1 Traffic Interference	
5.6.2 Overloaded Equipment	
5.6.3 Crossings	
5.6.4 Protection from Damage by Tractor-Type Equipment	
5.6.5 Contractor's Equipment on Bridge Structures	
5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7 Structures Over Navigable Waters	61
5.7.1 Compliance with Jurisdictional Regulations	
5.8 Use of Explosives	61
5.9 Preservation of Property	61
5.9.1 General	
5.9.2 Failure to Restore Damaged Property	
5.9.3 Contractor's Use of Streets and Roads	
5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
5.9.5 Operations Within Railroad Right of Way	
5.9.6 Utilities	
5.10 Responsibility for Damages, Claims, etc.	66
5.10.1 Contractor to Provide Defense Against Claims and Suits	
5.10.2 Guaranty of Payment for Claims	
5.11 Insurance	67
5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
5.11.2 Workers' Compensation and Employer's Liability Insurance	
5.11.3 Comprehensive General Liability Insurance	
5.11.4 Comprehensive Automobile Liability Insurance	
5.11.5 Umbrella/Excess Liability Insurance	
5.11.6 Builder's Risk	
5.11.7 Railroad Insurance	
5.11.8 Pollution Legal Liability	
5.11.9 Professional Liability	
5.12 Contract Bond (Public Construction Bond) Required	73
5.12.1 General Requirements of the Bond	
5.12.2 Continued Acceptability of Surety	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.13 Contractor's Responsibility for Work	74
5.14 Opening Section of Highway to Traffic	74
5.15 Scales for Weighing Materials	74
5.15.1 Applicable Regulations	
5.15.2 Base for Scales	
5.15.3 Protection and Maintenance	
5.16 Source of Forest Products	75
5.17 Regulations of Air Pollution	75
5.17.1 General	
5.17.2 Dust Control	
5.17.3 Asphalt Material	
5.17.4 Asphalt Plants	
5.18 Dredging and Filling	75
5.19 Erosion Control	75
5.20 Contractor's Motor Vehicle Registration	76
5.21 Internal Revenue Service Form W-9	76
5.22 Tolls and Access	76
5.23 Requests for References or Performance Evaluations	76
5.24 Unauthorized Aliens	77
5.25 Public Records	77
5.26 Inspector General	78
5.27 Convicted Vendor List	78
5.28 Discriminatory Vendor List	78
5.29 Severability	79
5.30 Companies Pursuant to Florida Statute Sections 287.135	79
 Section 6 - Prosecution and Progress of the Work	 80
6.1 Subletting or Assigning of Contract	80
6.2 Work Performed by Equipment Rental Agreement	82
6.3 Prosecution of Work	82
6.3.1 Sufficient Labor, Materials and Equipment	
6.3.2 Impacts by Adjacent Projects	
6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two Week Look-Ahead Schedules	
6.3.4 Beginning Work	
6.3.5 Provisions for Convenience of the Public	
6.3.6 Pre-Construction Conference	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
6.4 Limitations of Operations	84
6.4.1 Night Work	
6.4.2 Sequence of Operations	
6.4.3 Interference with Traffic	
6.4.4 Coordination with Other Contractors	
6.4.5 Drainage	
6.4.6 Fire Hydrants	
6.4.7 Protection of Structures	
6.4.8 Fencing	
6.4.9 Hazardous or Toxic Waste	
6.4.10 Milling	
6.5 Qualifications of Contractor's Personnel	87
6.6 Temporary Suspension of Contractor's Operations	87
6.6.1 CFX to Suspend Contractor's Operations	
6.6.2 Prolonged Suspensions	
6.6.3 Permission to Suspend Operations	
6.6.4 Suspension of Contractor's Operations – Holidays	
6.7 Contract Time	88
6.7.1 General	
6.7.2 Date of Beginning of Contract Time	
6.7.3 Adjusting Contract Time	
6.8 Failure of Contractor to Maintain Satisfactory Progress	91
6.8.1 General	
6.9 Default and Termination of Contract	91
6.9.1 Determination of Default	
6.9.2 Public Interest Termination of Contract	
6.9.3 Completion of Work by CFX	
6.10 Liquidated Damages for Failure to Complete the Work	94
6.10.1 Liquidated Damages for Failure to Complete the Work	
6.10.2 Determination of Number of Days of Default	
6.10.3 Conditions Under Which Liquidated Damages are Imposed	
6.10.4 Right of Collection	
6.10.5 Allowing the Contractor to Finish Work	
6.10.6 Liability for Liquidated Damages	
6.11 Release of Contractor's Responsibility	95
6.12 Recovery of Damages Suffered by Third Parties	95
6.13 Express Warranty	95

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 7 - Measurement and Payment	96
7.1 Measurement of Quantities	96
7.1.1 Measurement Standards	
7.1.2 Method of Measurements	
7.1.3 Determination of Pay Areas	
7.1.4 Construction Outside Authorized Limits	
7.1.5 Truck Requirements	
7.1.6 Ladders and Instrument Stands for Bridge Construction	
7.2 Scope of Payments	97
7.2.1 Items Included in Payment	
7.2.2 Non-Duplication of Payment	
7.3 Compensation for Altered Quantities	97
7.3.1 General	
7.3.2 Payment Based on Plan Quantity	
7.3.3 Lump Sum Quantities	
7.3.4 Deviation from Plan Dimensions	
7.4 Force Account Work	100
7.4.1 Method of Payment	
7.4.2 Records	
7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5 Deleted Work	103
7.6 Partial Payments	103
7.6.1 General	
7.6.2 Unsatisfactory Payment Record	
7.6.3 Withholding Payment for Defective Work	
7.6.4 Partial Payments for Delivery of Certain Materials	
7.6.5 Certification of Payment to Subcontractors	
7.6.6 Reduction of Payment for Unsatisfactory Services or Products	
7.7 Record of Construction Materials	107
7.7.1 General	
7.7.2 Non-Commercial Materials	
7.8 Disputed Amounts Due Contractor	107
7.9 Acceptance and Final Payment	107
7.10 Offsetting Payments	109

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 8 - Minority/Women Business Enterprise (M/WBE) Participation	110
8.1 General	110
8.2 Minority and Women Owned Businesses - Participation Objectives	111
8.2.1 General	
8.2.2 Definitions	
8.2.3 Specific Requirements	
8.2.4 Qualified Participation	
8.2.5 Records and Reports	
8.3 Subletting of Contracts - Participation Objectives	116
Section 9 - Binding Arbitration	117
Section 10 – Partnering and Disputes Resolution	119
10.1 Disputes Resolution	119
10.1.1 Disputes Review Board	
10.1.2 Continuance of Work During Dispute	
10.1.3 Disputes Review Board Membership	
10.1.4 Board Operations	
10.1.5 Procedure for Disputes Resolution	
10.1.6 Conduct of Disputes Hearings	
10.1.7 Compensation	
10.1.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FNGA	Florida Nursery Growers Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (as recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association

SSPC

Steel Structures Painting Council

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method or other code or recommendation of the particular organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.2 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.3 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.4 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.5 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications or Special Provisions the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.6 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.7 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.8 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials and the basis of payment.

1.3.9 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary

compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.10 Contract Documents - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Design Standards (January 2015 edition).

1.3.11 Contract Price - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.12 Contract Time - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.13 Contractor - The person, firm or corporation with whom CFX has entered into the Contract.

1.3.14 Controlling Work Items - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.15 Culverts - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.16 Delay - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include Extra Work.

1.3.17 Director of Construction - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.18 Engineer - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.19 Engineer of Record - The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.20 Equipment - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and

acceptable completion of the Work.

1.3.21 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.22 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay".

1.3.23 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.24 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.25 **Inspector** - Agent of CFX through the CEI that will record day-to-day activities of construction and advise the Contractor regarding compliance with the Plans and Specifications of the Contract.

1.3.24 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.26 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.

1.3.25 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.26 **Materials** - Any substances to be incorporated in the Work.

1.3.27 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.28 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.29 **Plans** - The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.30 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.31 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.32 **Resident Project Representative** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.33 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.34 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.35 **Roadway** - The portion of a highway within the limits of construction.

1.3.36 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.37 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.38 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications or Standard Specifications.

1.3.39 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative Code. Any corporation or partnership, which offers engineering services, must hold a current Certification of Authorization from the Florida State Board of Professional Engineers. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

- 1) Registration as a Professional Engineer in the State of Florida
- 2) Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.40 **Specifications** - The directions, provisions and requirements contained in the General Specifications, Technical Specifications, Special Provisions and Standard Specifications.

1.3.41 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.42 **State** - State of Florida

1.3.43 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.44 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.45 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.46 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and stripping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact and functioning such as signs, guardrail, stripping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

1.3.47 Substructure - All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.48 Superintendent - The Contractor's authorized representative responsible and in charge of the Work.

1.3.49 Superstructure - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.50 Supplemental Agreement - A written agreement between CFX and the Contractor modifying the Contract within the limitations set forth in these specifications.

1.3.51 Surety - The corporate body, bound by the Public Construction Bond with and for the Contractor, who agrees to be responsible for acceptable performance of the Work by the Contractor and for payment of all debts pertaining thereto.

1.3.52 Supplier - A manufacturer, fabricator, supplier, distributor, materialmen or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.53 Technical Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work associated with road and bridge construction.

1.3.54 Travel Way - The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.3.55 Unilateral Adjustment- A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.56 Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.57 Work Order Allowance - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Drawings or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

- 2.3.2 Increase, Decrease or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary

compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) **Equipment:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work; provided, however, that such payment for additional bond will only be paid upon presentment to CFX of clear and convincing proof that the Contractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. Should the Contractor elect to provide subguard coverage in lieu of requiring a bond from a sub, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

$$C = 8\%$$

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused solely by CFX is, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor to be.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.2.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed.

All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.2.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.2.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.2.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor

for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.2.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

- 2.3.3 Connections to Existing Pavements, Drives and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Design Standards identified in the Contract Documents.

- 2.3.4 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such

conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

- 2.3.5 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.6 Cost Savings Initiative Proposal

2.3.6.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the

time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. CFX will not recognize the Contractor's elimination of work, or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.6.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe

specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.6.3 Processing Procedures: The Contractor shall submit five (5) copies of the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.6.4 Computation for Change in Contract Cost Performance: If the CSIP is

adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.6.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT and AASHTO criteria requirements including bridge loading ratings.

2.3.6.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.6.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP:

The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or design standard indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation

or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the

CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues

claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs

incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims For Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

- a. Loss of profit, incentives, or bonuses;
- b. Any claim for other than Extra Work or delay;
- c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
- d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
- e. Attorney fees except in accordance with 3.12, claims preparation expenses

and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

- 2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.
- 2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Design Standards are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for

certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Drawings shall be prepared or reproduced on permanent material made for the purpose, such as tracing cloth, plastic, mylar or xerographic bond paper, hereafter referred to as masters. The size of the sheets shall be no larger than 24 by 36 inches. Each sheet shall be numbered consecutively for the series and the sheet number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the sheet numbers shall indicate the total number of sheets

in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be bound and submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

Documents other than drawings may be on xerographic paper or glossy paper material as appropriate. For the purpose of this specification, the term "shop drawings" shall be deemed to include these other documents.

3.1.4.5 Submittal Paths and Copies:

The Contractor shall submit one (1) set of prints along with one (1) set of reproducible copies of each series of shop drawings to the CEI with a copy of the letter of transmittal sent to the Consultant. For Work requiring other documentation (e.g. catalog data, material certifications, material tests, procedure manuals, fabrication / welding procedures, and maintenance and operating manuals) a minimum of eight (8) copies of each document shall be submitted with the prints. The mailing address of the Consultant will be furnished by CFX.

For other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI one (1) set of prints along with one (1) reproducible copy of each series of shop drawings and four (4) copies of applicable calculations. Each print and the cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.6 Processing of Shop Drawings:

3.1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier and etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 15 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 10 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.6.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design

and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of

acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 Record Drawings: During the entire construction operation, the Contractor shall maintain records of all deviations from the plans and specifications including Request for Information (RFI), field directives, sketches, etc., and shall submit those deviations to the CEI. The submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. A minimum submittal would be full-sized prints in good condition with all changes in red, accurately plotted. The print shall be in good condition as determined by the CEI. The marked up prints shall be submitted within 15 days of the Project acceptance or termination of Work. Preparation of the record drawings shall be the responsibility of CFX. Retainage will not be released by CFX until the marked up prints and records have been submitted and accepted by CFX.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify

there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and

procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give

CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

- 3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and

vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of

the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit by certified mail to the Florida Highway Patrol and other local law enforcement agencies, a description of the Project location and the name(s) and telephone number(s) of individual(s) designated to be contacted in cases of emergencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of

Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm>.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and such other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be

unacceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX

shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

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 Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or

arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, 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, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid 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 the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also 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, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's

office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or 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 the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the 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 the Contractor's claim(s).

Attorney's 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 through and including the arbitration hearing, 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 such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the 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 is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However,

the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

- 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall

perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

- 5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.
- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt

plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and

incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device,

material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
- 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
- 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as

set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the

Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after

notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule

Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.
- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of

repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one

week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail.

The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a

financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

The acceptance of delivery by CFX of any certificate of insurance and endorsement 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 and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and

Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. 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.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor 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 through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal

to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

- 5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor

agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local

laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

5.25 Public Records

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

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

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

agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

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

5.27 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.

5.28 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.

5.29 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.

5.30 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.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

- Auxiliary Power Unit
- Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
- Deep Well Installation
- Electrical Work
- Fencing
- Highway Lighting
- Installing Pipe or Pipe Liner by Jacking and Boring
- Installing Structural Plate Pipe Structure
- Landscaping
- Painting
- Plugging Water Wells
- Pressure Grouting
- Pumping Equipment
- Roadway Signing and Pavement Marking
- Riprap
- Removal of Buildings
- Rumble Strips
- Sealing Wells by Injection
- Septic Tank and Disposal System
- Signalization
- Utility Works
- Vehicular Impact Attenuator
- Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Working Schedule: Within 21 calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it

will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The

Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately

review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

- 6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working

within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

- 6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for

public travel and convenience.

- 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.
- 6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the

Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;
 - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
 - g. fails to pay timely its subcontractors, suppliers or laborers or;
 - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
 - i. becomes insolvent or is declared bankrupt or;

- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually

agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the

Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary

measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid

in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations.

Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to

be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment"

(RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBOCE ownership cost plus 100% of the RRBB and/or RRBBOCE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBOCE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBOCE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$

Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$

Allowable Rate Per Hour = $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$

Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the

Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically

purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved

Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.
- 7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial

payments if properly documented.

- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify,

or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

- A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as

required by Article 5.11 of these General Specifications.

- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising

the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific

and the Northern Marianas;

- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
 - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
 - (b) 1. A Contractor may count toward its D/M/WBE objective 60

percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or

insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE

Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30

days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of

its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20____, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")**, _____ ("Contractor") and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ ("Members").

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may,

but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member

shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this

Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars (\$1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

APPENDIX
PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 WEKIVA PARKWAY LANDSCAPE IMPROVEMENTS
PROJECT NO. 429-826; CONTRACT NO. 001451

PROPOSAL OF

Arazoza Brothers Corporation

15901 SW 24th St.

(NAME)

Homestead, FL 33031

(ADDRESS)

(305) 246 3003

(TELEPHONE NO.)

Submitted 10/31/2018

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the approved project plans, General Specifications, Technical Specifications, Special Provisions, the form of Contract, and the Bond. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans, General Specifications, Technical Specifications, Special Provisions, Standard Specifications and addenda, if any; and the requirements under them for the prices shown on the Bid Form.

We, the undersigned, further understand and shall comply with subsection 20.055(5), Florida Statutes.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 10/23 Bidder and/or Representative Initial AA

Addendum No. 2 Dated 10/24 Bidder and/or Representative Initial AA

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Arazoza Brothers Corporation

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to: perform all necessary force account work, as provided for in the General Specifications; execute the Contract within 15 calendar days after the date on which the notice of award has been given; and fully complete all work within 820 calendar days (plus such additional time as may have been granted by CFX).

The undersigned states that it has a fulltime employee on the Bidder's payroll at the time of bid submittal certified by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor and shall remain certified during the term of the Contract including the maintenance period. A copy of the certified individual's current certificate shall be submitted with the Bid. Failure to submit the certificate may result in rejection of the Bid and that certification is required irrespective of the contract amount.

The undersigned further agrees to furnish a sufficient and satisfactory Public Construction Bond in the sum of not less than 100 percent of the Contract price of the work, as indicated by the approximate quantities shown here, on a bonding company authorized to do business in Florida and acceptable to CFX.

The undersigned acknowledges that the Central Florida Expressway 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 CFX.

Accompanying this Proposal is a Proposal Guaranty, made payable to the Central Florida Expressway Authority, of not less than five percent (5%) of the total actual bid which guaranty is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned shall fail to execute the attached Contract under the conditions of this proposal; otherwise, said guaranty will be returned to the undersigned upon the delivery of a satisfactory Public Construction Bond.

*

*

*

*

Arazoza Brothers Corporation

Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless CFX against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

Arazoza Brothers Corporation

Principal (Bidder)

By: [Signature]
President or Vice President

Attest: [Signature]
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

JOINT VENTURE:

Principal (Bidder)

By: _____
Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

Principal (Bidder)

Signature: (1) _____
Co-Partner or General Partner

Signature: (2) _____
Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and address of
each partner on a separate sheet)

BIDDER MUST EXECUTE THE ATTACHED AFFIDAVIT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 WEKIVA PARKWAY LANDSCAPE IMPROVEMENTS
PROJECT NO. 429-826; CONTRACT NO. 001451

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF miami-Dade

Before me, the undersigned authority, personally appeared Alvaro Arazoza, who being

duly sworn, deposes and says he is President

of Arazoza Brothers Corporation of Homestead, FL
(Firm) (City and State)

the bidder submitting the attached Proposal for the work covered by CFX Project No. 429-826 in Orange County, Florida.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named project. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public contract lettings in any other state.

Corporation Must
affix Seal

Arazoza Brothers Corporation

By: [Signature] (Bidder)

Title: President

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 10/31/2018,
(Date)

by Alberto Arazoza, President
(Name of Officer or agent, title of officer or agent)

of Arazoza Brothers Corporation,
(Name of Corporation acknowledging)

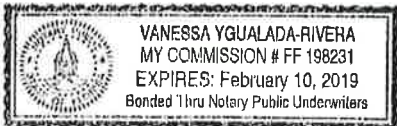
a Florida corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced _____
(Type of identification)

as identification and did (did not) take an oath.

[Signature] Notary Public, Commission No. FF198231

Vanessa Ygualada-Rivera (Name of Notary typed, printed or stamped)



Title or Type of Document _____ (Optional)

Number of Pages _____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

(SEAL ABOVE)

NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. CFX will also disqualify such bidders on any work of CFX until such participant shall have been reinstated as a qualified bidder.

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

Central Florida Expressway Authority
DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE)
UTILIZATION SUMMARY

Prime Contractor: Arazoza Brothers Corporation
CFX Project No.: 429-826 Contract Amount \$ 1,931,350.-
Grand Total Anticipated Sublet \$ 0

D/M/WBE Subcontractors (Name Only)	\$ Amount for Objective
<u>n/a.</u>	
<u>Arazoza is MBE certified.</u>	

Total Dollar Amount for D/M/WBE Participation Objective \$ 1,931,350.-

D/M/WBE Percentage of Total Project 100 %

NOTE: Participation Objective may be rounded to the nearest tenth %.

NOTE: If the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted.

FOR USE BY CFX ONLY

Participation Objective Achieved \$ 1,931,350 % 100
Date 11/28/18 APPROVED [Signature] DISAPPROVED _____



CITY OF ORLANDO

March 31, 2017

Mr. Albert Arazoza
Arazoza Brothers Corporation
15901 S.W. 242th Street
Homestead, FL 33031

e-mail: vygualada@arazozabrothers.com

SUBJECT: CITY OF ORLANDO M/WBE CERTIFICATION AWARD LETTER

Dear Mr Arazoza:

We are pleased to inform you that Arazoza Brothers Corporation has been re-certified as a MBE by the City of Orlando. This certification is valid until 3/31/2019. This Certification is specifically for the approved line(s) of business specified and does not automatically certify your company in any other commodity or service. Arazoza Brothers Corporation will be listed in the City of Orlando's MWBE Directory with the certified line(s) business listed on the following page. The directory can be accessed via the City's internet at link provided below.

<https://cityoforlando.mwdb.com/directory.asp>

As a condition of continued certification you must file a Re-Certification Application not less than sixty (60) days prior to the date of expiration of the existing certification. Failure to file this application will result in the termination of your certification. However, if at any time the ownership, control, location and/or minority/women-owned business status of your firm changes, the City of Orlando MBE Official should be notified immediately of the changes.

Please be advised that all M/WBE provisions of Chapter 57, Articles II & III of the Code of the City of Orlando must be maintained in order for your firm to retain its M/WBE Certification status. Be advised that failure to maintain compliance with the above noted requirements will result in termination of certification.

Your firm's participation on City of Orlando contracts will be credited only toward MBE goals for the certified line(s) of business listed. While your participation on City of Orlando contracts is not limited to your certified line(s) of business, credit towards MBE goals will be given only for work done in the area(s) which your firm is certified for.

Thank you for your continued interest in the City of Orlando's program.

Sincerely,

Bruno Portigliatti

Bruno Portigliatti, Chairman
Certification Board

Central Florida Expressway Authority
D/M/WBE Utilization Form
Arazoza Brothers Corporation

Prime Contractor:

CFX Project No.:

429-824

D/M/WBE Subcontractor

Arazoza Brothers Corporation

Name of Company:

Address:

15901 SW 24th St. Homestead, FL 33031
PO Box 924890 Homestead, FL 33092

Phone:

(305) 246-2223 Contact Person: Alberto Arazoza

(CFX must be able to reach the D/M/WBE at the above phone within two working days after the bid opening.)

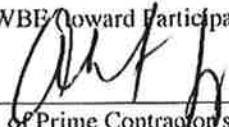
ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	<u>n/a.</u>
	<u>* Arazoza is mbe certified.</u>


Signature/Title of D/M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to D/M/WBE Manufacturer (\$ 0 x 1.00) \$ 0
Amount to be paid to D/M/WBE Supplier (\$ 0 x .60) \$ 0
Amount to be paid to D/M/WBE Subcontractor \$ 0

Total to D/M/WBE (toward Participation Objective) \$ 1,931,350.


Signature/Title of Prime Contractor's Representative

D/M/WBE Certified by: City of Orlando

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the D/M/WBE will be confirmed with the D/M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if CFX cannot confirm a quote, CFX may consider it just cause to consider the bid non-responsive and reject the bid.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348.753, and 104.31, as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the CFX Code of Ethics, a copy of which is available on the CFX web site at www.CFXway.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Arazoza Brothers Corporation

Company Name

By: _____

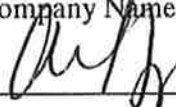
Title: _____

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**CERTIFICATION REGARDING PROHIBITION AGAINST
CONTRACTING WITH COMPANIES PURSUANT TO FLORIDA
STATUTE SECTIONS 287.135 AND 215.473**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit, are not participating in a boycott of Israel; on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or do not have business operations in Cuba or Syria.

Arazoza Brothers Corporation

Company Name
By: 
Title: President

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

* BID FORM *

CFX PROJECT NO. 429-826; CONTRACT NO. 001451
S.R. 429 WEKIVA LANDSCAPE IMPROVEMENTS

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
101-1	1	LS	MOBILIZATION	\$75,000.00	\$75,000.00
102-1	1	LS	MOT	\$30,000.00	\$30,000.00
570-5-1	12	CY	TREE AND SHRUB FERTILIZATION/ INSECT AND DISEASE CONTROL YEAR ONE	\$1,000.00	\$12,000.00
570-5-1A	12	CY	TREE AND SHRUB FERTILIZATION/ INSECT AND DISEASE CONTROL YEAR TWO	\$1,000.00	\$12,000.00
580-100-1	61	PL	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA, 100 GALLON, FULL TO THE GROUND)	\$850.00	\$51,850.00
580-1-1	2859	PL	MUHLENBERGIA CAPILLARIS (PINK MUHLYGRASS, 1 GALLON, 18" HEIGHT)	\$4.00	\$11,436.00
580-1-2	21804	PL	SPARTINA BAKERI (SAND CORDGRASS, 1 GALLON, 18" HEIGHT, FULL)	\$4.00	\$87,216.00
580-1-3	8235	PL	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS, 1 GALLON, 18" HEIGHT, FULL)	\$4.00	\$32,940.00
580-3-1	1227	PL	RUSSELLIA EQUISETIFORMIS (FIRECRACKER, 3 GALLON, 16-22" X 16-22", FULL)	\$10.00	\$12,270.00
580-3-2	913	PL	HAMELIA PATENS DWARF (DWARF FIREBUSH, 3 GALLON 24" X 24", FULL)	\$10.00	\$9,130.00
580-3-3	950	PL	ZAMIA PUMILA (COONTIE, 3 GALLON, 18" HEIGHT, FULL)	\$20.00	\$19,000.00
580-3-4	343	PL	VIBURNUM OBOVATUM (WALTER'S VIBURNUM, 3 GALLON, 14-16", FULL)	\$10.00	\$3,430.00
580-7-1	60	PL	YUCCA FILAMENTOSA (SPANISH BAYONET, 7 GALLON, FULL)	\$45.00	\$2,700.00
580-7-2	2216	PL	YUCCA ALOIFOLIA (SPANISH BAYONET, 7 GALLON, FULL)	\$45.00	\$99,720.00
580-7-3	190	PL	PINUS ELLIOTTII (SLASH PINE, 7 GALLON)	\$45.00	\$8,550.00
580-7-4	196	PL	PINUS CLAUSSA (SAND PINE, 7 GALLON)	\$50.00	\$9,800.00
580-7-5	42	PL	MYRTICA CERIFERA (WAX MYRTLE, 7 GALLON)	\$40.00	\$1,680.00
580-7-6	742	PL	SERENOA REPENS (SAW PALMETTO, 7 GALLON, 18-24" SPREAD, FULL)	\$65.00	\$48,230.00
580-7-7	203	PL	NYSSA SYLVATICA (BLACK GUM, 7 GALLON)	\$40.00	\$8,120.00
580-15-1	110	PL	CERCIS CANADENSIS (REDBUD, 15 GALLON)	\$90.00	\$9,900.00
580-15-2	61	PL	MAGNOLIA VIRGINIANA (SWEETBAY MAGNOLIA, 15 GALLON)	\$90.00	\$5,490.00
580-15-3	461	PL	PINUS PALUSTRIS (LONGLEAF PINE, 15 GALLON)	\$90.00	\$41,490.00
580-15-4	325	PL	PINUS TAEDA (LOBLOLLY PINE, 15 GALLON)	\$90.00	\$29,250.00
580-15-5	4	PL	PRUNUS ANGUSTIFOLIA (CHICKASAW PLUM, 15 GALLON)	\$100.00	\$400.00
580-15-6	62	PL	PRUNUS UMBELLATA (FLATWOODS PLUM, 15 GALLON)	\$90.00	\$5,580.00
580-15-7	55	PL	ILEX VOMITORIA (YAUPON HOLLY, 15 GALLON)	\$100.00	\$5,500.00
580-173-1	41422	SY	BED PREPARATION	\$3.00	\$124,266.00
580-173-2	12	CY	MONTHLY MAINTENANCE CYCLE (WEEDING, LITTER REMOVAL, PRUNING, STAKE/ GUYING MAINTENANCE) YEAR ONE	\$1,700.00	\$20,400.00
580-173-2A	12	CY	MONTHLY MAINTENANCE CYCLE (WEEDING, LITTER REMOVAL, PRUNING, STAKE/ GUYING MAINTENANCE) YEAR TWO	\$1,700.00	\$20,400.00
580-30-1	45	PL	JUNIPERUS VIRGINIANA SILICICOLA (SOUTHERN RED CEDAR, 30 GALLON, FULL)	\$300.00	\$13,500.00
580-30-2	160	PL	LIQUIDAMBAR STYRACIFLUA (AMERICAN SWEETGUM, 30 GALLON)	\$350.00	\$56,000.00
580-326-2	41422	SY	PINE NEEDLE MULCH	\$2.75	\$113,910.50
580-326-4	20711	SY	PINE NEEDLE MULCH (REPLACEMENT)	\$1.50	\$31,066.50
580-45-1	279	PL	QUERCUS GEMINATA (SAND LIVE OAK, 1.5" CALIPER)	\$300.00	\$83,700.00
580-65-1	58	PL	LAGERSTROEMIA X FAURIEI 'NATCHEZ' STANDARD TRUNK (CRAPE MYRTLE, 2" CALIPER, FULL HEAD)	\$400.00	\$23,200.00
580-65-2	127	PL	PLATANUS OCCIDENTALIS (AMERICAN SYCAMORE, 2" CALIPER)	\$300.00	\$38,100.00
580-65-3	57	PL	QUERCUS NUTTALLII (NUTTAL OAK, 4" CALIPER)	\$900.00	\$51,300.00
580-65-4	141	PL	QUERCUS SHUMARDII (SHUMARD OAK, 4" CALIPER)	\$900.00	\$126,900.00
580-65-5	117	PL	QUERCUS VIRGINIANA (SOUTHERN LIVE OAK, 4" CALIPER)	\$1,000.00	\$117,000.00
580-65-6	190	PL	TAXODIUM DISTICHUM (BALD CYPRESS, 4" CALIPER)	\$600.00	\$114,000.00
580-301-1	525	EA	PALM STAKING	\$50.00	\$26,250.00
584-1-1	52	PL	BUTIA CAPITATA (PINDO PALM, 10'-12' C.T. STRAIGHT)	\$2,750.00	\$143,000.00
584-1-2	473	PL	SABAL PALMETTO (SABAL PALM, 12-24' C.T. STRAIGHT)	\$275.00	\$130,075.00
585-1-1	160	SF	RIVER JACK AGGREGATE STONE (GRAY/TAN MIX 8" TO 10" MIX)	\$60.00	\$9,600.00
999-1	N/A	N/A	WORK ORDER ALLOWANCE	\$50,000.00	\$50,000.00
999-2	N/A	N/A	ALLOWANCE FOR DISPUTES REVIEW BOARD	\$6,000.00	\$6,000.00

TOTAL BID

\$1,931,350.00


\$1,927,920.00

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members



FROM: Aneth Williams 
Director of Procurement

DATE: November 20, 2018

SUBJECT: Ratification of Purchase Order to TransCore, LP for
E-PASS Xtra Dual Protocol Transponders

Board approval is requested to ratify a purchase order to TransCore, LP in the amount of \$189,400.00 for 10,000 E-Pass xtra dual protocol transponders @ \$18.94 each. The Purchase Order was approved by the Executive Director to expedite delivery of the transponders.

The cost of transponders distributed is budgeted for in the OM&A Budget.


Reviewed by: 
David Wynne
Director of Toll Operations 

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members



FROM: Aneth O. Williams 
Director of Procurement

DATE: November 20, 2018

SUBJECT: Approval of Vinali LLC dba Vinali Staffing as Subconsultant for the
E-PASS and VES Enforcement Operations Contract with Egis Projects, Inc.
Contract No. 001105

Egis Projects, Inc., CFX's E-PASS and VES Enforcement Operations Consultant, has requested approval to use Vinali Staffing to provide personnel staffing services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Egis Projects, Inc., when its contract with CFX was originally awarded.

Board approval of Vinali Staffing as a subcontractor to Egis Projects, Inc. is requested.

Reviewed by: 
David Wynne
Director of Toll Operations 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: November 8, 2018

CFX Contract Name: CFX E-PASS and VES Operations CFX Contract No.: 001105

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

Subconsultant Name: Vinali LLC dba Vinali Staffing

Address: 2860 Delaney Avenue #568513, Orlando, FL 32806

Phone No.: (407) 574-8109

Federal Employee ID No.: 81-3806928

Description of Services to Be Sublet: Temporary to Permanent Personnel Staffing; Professional, Technical and Administrative

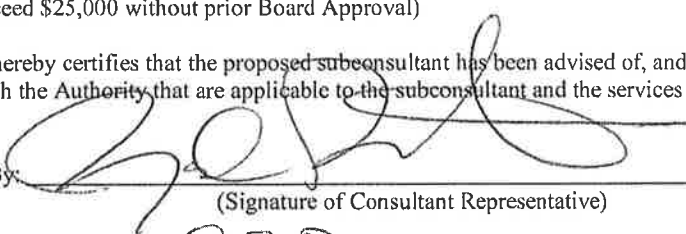
Estimated Beginning Date of Sublet Services: September 24, 2018

Estimated Completion Date of Sublet Services: June 30, 2020

Estimated Value of Sublet Services*: \$1,500,000.00

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


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

Requested By:  _____

(Signature of Consultant Representative)

CEO

Title

Recommended by:  _____

(Signature of Appropriate CFX Director/Manager)

Date: 11-27-18

Approved by:  _____

(Signature of Appropriate Chief)

Date: 11/30/18


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#16**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 27, 2018

SUBJECT: Approval of Supplemental Agreement No. 7 with Egis Projects, Inc. for
the Visitor Toll Pass Project at the Orlando International Airport
Contract No. 001105

Board approval is requested for Supplemental Agreement No. 7 with Egis Projects, Inc. for additional funding for the Visitor Toll Pass Project at the Orlando International Airport for a not-to-exceed amount of \$1,637,503.92.

The Visitor Toll Pass Project was scheduled to begin in September 2018. However, mitigating circumstances arose with the SunPass CCSS back office transition that caused the Visitor Toll Pass Project to be placed on hold until January 2019, so that those concerns could be resolved, as they would have adversely affected the project. During this hold-period Staff felt it would be wise to utilize the Visitor Toll Pass staff to supplement the current E-PASS staff to assist with the increased call volume related to issues associated with the CCSS transition. This request will cover the continued use of the Visitor Toll Pass staff up to and through the current resumption of the pilot period.

The services include staffing and materials to support the Visitor Toll Pass Project Pilot Program.

Original Amount (SA 5)	\$1,220,755.77
Supplemental Agreement No. 7	<u>\$1,637,503.92</u>
Total	\$2,858,259.69

Reviewed by: 
Corey Quinn, P.E.
Chief of Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: E-PASS & Violation Enforcement Operations
Contract No. 001105

This Supplemental Agreement No. 7 is entered into this 13th day of December, 2018 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY("CFX"), and EGIS PROJECTS, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated June 11, 2015, for E-PASS & Violation Enforcement Operations, (the "Contract").

1. CFX desires to provide additional funding for the Rental Car Toll Pilot Program that is scheduled to begin January 15, 2019 and ends June 30, 2019, as outlined in the attached proposal from Egis Projects, Inc. dated December 6, 2018.
2. CFX and the Contractor agree that this Supplemental Agreement No. 7 shall not alter or change in any manner the force and effect of the Contract and Supplemental Agreements thereto except insofar as the same is altered and amended by this Supplemental Agreement No. 7; that acceptance of this Supplemental Agreement No. 7 signifies the Contractor's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.

SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: E-PASS & Violation Enforcement Operations
Contract No. 001105

Cost of additional services: \$1,637,503.92

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

EGIS PROJECTS, INC.

By: _____

Print Name

Title: _____

Witness: _____


Date: _____

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

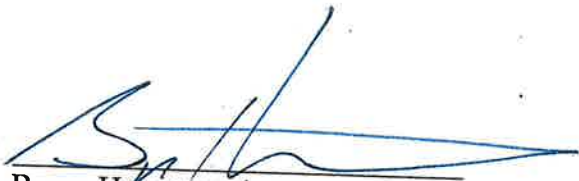

DATE: November 27, 2018

SUBJECT: Approval of Contract Award to Vanassee Hangen Brustlin, Inc. for
Design Consultant Services for Three-Line Dynamic Message Signs (DMS)
Replacement Project
Project 599-545, Contract No. 001419

The Board approved, on September 13, 2018, final rankings and authorized fee negotiations for design consultant services for Three-Line Dynamic Message Signs (DMS) Replacement Project. Negotiations with Vanassee Hangen Brustlin, Inc. have been completed. Board award of the contract to Vanassee Hangen Brustlin, Inc. is requested in the not-to-exceed amount of \$650,000.00.

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

Reviewed by:


Bryan Homayouni, PE
Manager of Traffic Operations


AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
VANASSE HANGEN BRUSTLIN, INC.**

**DESIGN CONSULTANT SERVICES FOR
THREE-LINE DYNAMIC MESSAGE SIGNS (DMS)
REPLACEMENT PROJECT**

CONTRACT NO. 001419, PROJECT NO. 599-545

**CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: \$650,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

**DESIGN CONSULTANT SERVICES FOR
THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT**

DESIGN SERVICES

**CONTRACT NO. 001419
PROJECT NO. 599-545**

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Potential Conflict Disclosure Form	
E	Exhibit "E", Project Organization Chart	
F	Exhibit "F", Project Location Map	

Table of Contents

1.0. DEFINITIONS.....	1
2.0. SERVICES TO BE PROVIDED	1
3.0. TERM OF AGREEMENT AND RENEWALS	2
4.0. PROJECT SCHEDULE.....	2
5.0. PROFESSIONAL STAFF	3
6.0. COMPENSATION	4
7.0. DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0. COMPLIANCE WITH LAWS	6
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0. TERMINATION.....	7
11.0. ADJUSTMENTS	8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0. INSURANCE.....	9
15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	11
16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT	12
17.0. DOCUMENTED ALIENS	13
18.0. E-VERIFY CLAUSE.....	13
19.0. INSPECTOR GENERAL	13
20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	14
22.0. AVAILABILITY OF FUNDS	14
23.0. AUDIT AND EXAMINATION OF RECORDS.....	15
24.0. GOVERNING LAW AND VENUE.....	16
25.0. NOTICE	16
26.0. HEADINGS	17
27.0. CONTRACT LANGUAGE AND INTERPRETATION	17
28.0. ASSIGNMENT	17
29.0. SEVERABILITY	17
30.0. INTEGRATION.....	17
31.0. ATTACHMENTS.....	18

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

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Vanasse Hangen Brustlin, 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 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Three-Line Dynamic Message (DMS) Replacement Project identified as Project No. 599-545 and Contract No. 001419.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

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

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

ECHO UES, Inc Nadic Engineering Services, Inc. Protean Design Group

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$650,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with

supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and

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

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 the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in

writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

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.

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. 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.

20.0. 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.”

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

24.0. 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 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. 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: Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: Joe Perri

Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: David Mulholland

26.0. 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.

27.0. 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.

28.0. ASSIGNMENT

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

29.0. 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.

30.0. 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.

31.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

Project No. 599-545
Contract No. 001419

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

VANASSE HANGEN BRUSTLIN, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Exhibit “A”
Negotiated
Scope of Services

Professional Engineering Design Services

Project 599-545: Three-line Dynamic Message Sign Replacement Project

Scope of Services

Prepared by

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Central Florida Expressway Authority

April 27, 2018

1.0 GENERAL

1.1 PROJECT BACKGROUND

The Authority's Three-line Dynamic Message Signs (DMS) are a critical component of CFX mainline operations. Each 3-Line DMS displays important information related to traffic operations for each traveler. The DMS is located on existing structures throughout CFX's system. The messages displayed vary from travel time updates, to roadway alerts, to emergency information. In order to improve functionality, system reliability, and increase ease of maintenance, the Authority has elected to replace the twenty-six (26) existing three-line DMS.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Replacement of approximately twenty-six (26) three-line DMS
- Evaluate and recommend a manufacturer for the replacement DMS signs. The three manufacturers that are to be evaluated are Daktronics, SES America, and Telegra. The designer is to provide a report that justifies their recommendation to CFX.
- Structurally evaluate each existing three-line DMS structure to determine if each existing structure can be utilized for the proposed DMS. Design new structures on a case-by-case basis if existing structure cannot be re-used.
- Evaluate all existing DMS locations to determine if the catwalk is meeting current FDOT design standards. New or extensions of the existing catwalk may be required based upon this evaluation.
- Conduct an analysis of existing DMS coverage to determine if any additional DMS are required throughout the system. Major interchanges and highly congested sections of the mainline are areas of concern.
- Propose new 334 ITS cabinets for the new DMS.
- Evaluate and recommend a method and manufacturer for a proposed UPS system which backs up the proposed and existing three-line DMS. The three options that are to be evaluated are Zinc-5, Liquid propane generator, and gas generator. The designer is to provide a report that justifies their recommendation to CFX.
- Replacement of existing analog CCTV cameras and lowering arms that are viewing the proposed DMS.

The Authority shall herein be defined as the Central Florida Expressway Authority (CFX) and/or their representative/designate.

1.2 PROJECT DESCRIPTION

The Authority requires professional design services to support the systemwide replacement of the Authority's existing three-line DMS system. These requirements are described in detail below.

The scope of this project includes all site design necessary to replace the twenty-six (26) three-line DMS that are shown within Appendix A.

The upgraded signs shall be installed on the existing sign structures utilized by the existing three-line DMS whenever possible. As part of this project, the Designer shall perform a structural evaluation on each existing three-line DMS structure and determine whether it is structurally appropriate to accommodate the proposed DMS. The Designer shall also consider the static sign panels on the existing sign structure when performing their evaluation.

One of the primary goals of this project is to deploy a three-line DMS system that minimizes the cost of system maintenance and provides greater accessibility to the DMS components. As such, it is critical that the design evaluates the existing DMS sign structure to verify if the existing catwalk meets current FDOT standards. The Designer shall design all power services, sign controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sign face shall be accomplished using a fiber optic interconnect. Design of appropriate surge protection device placement shall be included.

The Designer shall review and recommend to CFX a three-line DMS from the following manufacturers: Daktronics, SES America, and Telegra. The recommended model will be reviewed by CFX and approved based upon the information provided by the designer. This evaluation shall occur on the onset of the project to allow for the designer to maintain the current schedule requirements. This evaluation will compare the three manufacturers based upon reliability from other projects, cost value of their system, and maintenance requirements. The DMS design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, new structural grounding array, civil support infrastructure, inside plant design, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure. The Designer's fee estimate shall include provisions to design up to 26 three-line DMS sites.

The Designer shall also include the evaluation and recommendation of a UPS/Generator system to back up the proposed and existing DMSs throughout the system. The evaluation shall be between the following methods: Zinc-5, Liquid propane generator, and a gas generator. It is the responsibility of the designer to provide a written recommendation that compares the reliability, cost estimate and maintenance requirements of each of the UPS systems. CFX will review the recommendation and provide direction of which system to implement within the plan set. The designer is to provide these upgrades to all proposed and existing DMS locations. The Designer's fee estimate shall include provisions to design up to 47 UPS/Generator systems.

To provide a higher level of service for traffic related incidents and for real time verification of DMS messages, CFX is requesting the replacement of any analog cameras that are used to view the current DMS signs with High Definition CCTV cameras as specified within CFX specifications. These updates will also require the replacement of the existing lowering device that is affixed to the analog camera. The Designer's fee estimate shall include provision to design up to

The Designer shall research and develop plans, where necessary, of possible additional DMS locations that are agreed upon by CFX based upon the designer's input. The DMS design shall include, but not be limited to, device layout, foundation designs based on existing CFX standards, network architecture, utility coordination, power interconnect, "last-mile" connectivity with the fiber optic network backbone, feeder fiber and conduit utilization, civil support infrastructure, and value engineering. The Designer's fee estimate shall include provision to design up to 2 DMS signs and structures.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Provide a written recommendation for the DMS manufacturer
- Provide a written recommendation for the UPS system method and possible manufacturers
- Document the power requirements of a typical ITS Device site for each of the evaluated DMS UPS system. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the ten (10) amp load being carried to the furthest device.
- Document which analog cameras and lowering devices that are to be replaced based upon the review of the existing sites.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. The Designer must also obtain approval of CCTV locations before providing CCTV bucket truck surveys. All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-XXX. The Designer shall prepare site construction plans utilizing aerial rasters and/or topographic electronic files provided by CFX as the basemap. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the basemap. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202, 429-203, 429-204, 429-205, and 429-206; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial rasters at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 10 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated camera poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- Device layout
- Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Data collection sensor mounting details
- Three-line DMS structural mounting details
- Connection List sheets detailing all interconnections for each device
- Connectivity with the FON backbone conduits

- Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
- Fiber cable routing summaries, fiber cable allocation chart, splice details and splice tables as needed.
- Data collection sensor mounting details
- Traffic Monitoring sensor mounting details, if mounted on DMS structure
- Dynamic Message Sign details (as necessary for device co-locations)
- Power interconnect, service point details, and voltage drop calculations
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic (minimize disruptions to customers)
- System Overview showing new and existing ITS device locations on a map
- System Overview showing the power services and locations on a map
- Table of quantities
- Special notes/Pay Item Notes
- System block diagrams
- Surge Protection Devices (SPD) installation details
- Data collection sensor mounting details, including details showing integration of DCS equipment into the DMS housing
- Camera pole, lowering system, foundation and mounting details
- Data collection sensor mounting details.
- Cabinet Details including new pole mount and base mount cabinets, existing pole mount and base mount cabinets, and NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DCS to match existing CFX DCS subsystem
- Power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DMS to match existing CFX DMS subsystem.

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Maximizing transponder read effectiveness of Data Collection sensors.
- Maximizing data collection effectiveness of traffic monitoring station sensors.
- Traffic impact.
- Accessibility and ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.

- Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.
- When creating the power design, the Designer shall be mindful of system redundancy. While device co-location is desirable, the Designer shall make sure such co-location does not occur to the detriment of the overall ITS system. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstances shall a single power service support devices that are spliced to the fiber on separate sides of the road.

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), fiber optic interconnect (including conduit, pullboxes, fiber optic cable, splice details, splice tables, fiber allocation charts), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g. load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 75%, 100%, and bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, and bid set submission phases. These specifications shall include the technical specifications specific to related equipment in

the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

The Designer shall sign and seal bid set Technical Specifications by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. If the Designer recommends revisions to part numbers listed in the standard specifications, The Designer shall submit product description sheets, specifications and operation/maintenance manuals from equipment Vendors for each specified device that specifically addresses equipment adherence to the Technical Specifications with the bid submittal. The Designer shall obtain a statement of conformance from each Vendor signed by a duly authorized officer of the company. The Technical Specifications shall be subject to the review and approval of CFX. Additional Technical Specifications may be developed by the Designer if required by project specific designs.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 75%, 100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by

recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

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

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 270 calendar days:

- Notice to Proceed (Assume a start date of June X, 2018)
- Project Kickoff Meeting - Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule – Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan – within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase – 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

<u>SUBMITTAL/ITEM</u>	<u>NO. OF COPIES</u>
Project Schedule	3
Quality Control Plan	3
Design Methodology Report	5

Site Construction Plans	5
Site Design Calculations	5
Technical Specifications	5
Construction Cost Estimate	5

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD-ROM of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in Microstation™ format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left hand corner of the design plane. The Designer shall be responsible for any translation of a non-Microstation design file to Microstation™ format. Upon CFX approval, the Designer may use Microsoft Visio™ for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on CD-ROM. Designer shall submit all project schedules in Microsoft Project™ format on CD-ROM or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint™ format on CD-ROM. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Design Standards and Specifications

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format
- Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 and 429-203.
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Master Plan
- Sign Structure Inspection Reports

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Equipment to be used and assumed required number of borings are itemized on the estimate expenses.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work.

Professional Engineering Design Services

Project 599-545: Three-line Dynamic Message Sign Replacement Project

Scope of Services

Prepared by

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Central Florida Expressway Authority

April 27, 2018

1.0 GENERAL

1.1 PROJECT BACKGROUND

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This Scope of Services describes the design work necessary to meet the following project objectives:

- Replacement of approximately twenty (20) three-line DMS. Addition of two (2) new three line DMS installations upon CFX direction (included in Contract Allowances).
- Evaluate and recommend a manufacture for the replacement DMS signs. The three manufacturers that are to be evaluated are Daktronics, SES America, and Telegra. The designer is to provide a report that justifies their recommendation to CFX.
- Structurally evaluate each existing three-line DMS structure to determine if each existing structure can be utilized for the proposed DMS. Design new structures on a case-by-case basis if existing structure cannot be re-used (this is not anticipated).
- Evaluate all existing DMS locations to determine if the catwalk meets current FDOT design standards. New or extensions of the existing catwalk may be required based upon this evaluation.
- Conduct an analysis of existing DMS coverage to determine if any additional DMS are required throughout the system. Major interchanges and highly congested sections of the mainline are areas of concern. The analysis will focus on the five (5) locations previously identified as part of the proposal effort based on daily traffic counts provided by CFX.
- Propose new 334 ITS cabinets for the new DMS.
- Evaluate and recommend a method and manufacturer for a proposed UPS system which backs up the proposed and existing three-line DMS. The three options that are to be evaluated are Zinc-5, Liquid propane generator, and gas generator. The designer is to provide a report that justifies their recommendation to CFX.
- Replacement of existing analog CCTV cameras and lowering arms that are viewing the proposed DMS.
- Design a micro-grid electrical system along SR 528 using backup generators at 3 utility power service locations at ICP, Dallas Blvd and SR 520.
- MOT plans development using schematics and coordination with other local and FDOT agencies

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One of the primary goals of this project is to deploy a three-line DMS system that minimizes the cost of system maintenance and provides greater accessibility to the DMS components. As such, it is critical that the design evaluates the existing DMS sign structure to verify if the existing catwalk meets current FDOT standards. The Designer shall design all power services, sign controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sign face shall be accomplished using a fiber optic interconnect. Design of appropriate surge protection device placement shall be included.

The Designer shall review and recommend to CFX a three-line DMS from the following manufacturers: Daktronics, SES America, and Telegra. The recommended model will be reviewed by CFX and approved based upon the information provided by the designer. This evaluation shall occur on the onset of the project to allow for the designer to maintain the current schedule requirements. This evaluation will compare the three manufacturers based upon reliability from other projects, cost value of their system, and maintenance requirements. The DMS design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, new structural grounding array, civil support infrastructure, inside plant design, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure. The Designer's fee estimate shall include provisions to design up to 22 three-line DMS sites.

The Designer shall also include the evaluation and recommendation of a UPS/Generator system to back up the proposed and existing DMSs throughout the system. The evaluation shall be between the following methods: Zinc-5, Liquid propane generator, and a gas generator. It is the responsibility of the designer to provide a written recommendation that compares the reliability, cost estimate and maintenance requirements of each of the UPS systems. CFX will review the recommendation and provide direction of which system to implement within the plan set. The designer is to provide these upgrades to all proposed and existing DMS locations. The Designer's fee estimate shall include provisions to design up to 36 UPS/Generator systems.

To provide a higher level of service for traffic related incidents and for real time verification of DMS messages, CFX is requesting the replacement of any analog cameras that are used to view the current DMS signs with High Definition CCTV cameras as specified within CFX specifications. These updates will also require the replacement of the existing lowering device that is affixed to the analog camera.

The Designer shall research and develop plans, where necessary, of possible additional DMS locations that are agreed upon by CFX based upon the designer's input. The DMS design shall include, but not be limited to, device layout, foundation designs based on existing CFX standards, network architecture, utility coordination, power interconnect, "last-mile" connectivity with the fiber optic network backbone, feeder fiber and conduit utilization, civil support infrastructure, and value engineering. The Designer's fee estimate shall include provision to design up to 2 DMS signs and structures.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Provide a written recommendation for the DMS manufacturer
- Provide a written recommendation for the UPS system method and possible manufacturers
- Document the power requirements of a typical ITS Device site for each of the evaluated DMS UPS system. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the ten (10) amp load being carried to the furthest device to appropriately size the breakers, disconnects and transformers for the proposed location.
- Document which analog cameras and lowering devices that are to be replaced based upon the review of the existing sites.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-545. The Designer shall prepare site construction plans utilizing aerial rasters and/or topographic electronic files provided by CFX as the basemap. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the basemap. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202, 429-203, 429-204, 429-205, and 429-206; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial rasters at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 10 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated camera poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- Device layout
- Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Data collection sensor mounting details
- Three-line DMS structural mounting details
- Connection List sheets detailing all interconnections for each device
- Connectivity with the FON backbone conduits

- Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
- Fiber cable routing summaries, fiber cable allocation chart, splice details and splice tables as needed.
- Data collection sensor mounting details
- Traffic Monitoring sensor mounting details, if mounted on DMS structure
- Dynamic Message Sign details (as necessary for device co-locations)
- Power interconnect, service point details, and voltage drop calculations
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic (minimize disruptions to customers)
- System Overview showing new and existing ITS device locations on a map
- System Overview showing the power services and locations on a map
- Table of quantities
- Special notes/Pay Item Notes
- System block diagrams
- Surge Protection Devices (SPD) installation details
- Data collection sensor mounting details, including details showing integration of DCS equipment into the DMS housing
- Camera pole, lowering system, foundation and mounting details
- Data collection sensor mounting details.
- Cabinet Details including new pole mount and base mount cabinets, existing pole mount and base mount cabinets, and NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DCS to match existing CFX DCS subsystem
- Power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DMS to match existing CFX DMS subsystem.

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Maximizing transponder read effectiveness of Data Collection sensors.
- Maximizing data collection effectiveness of traffic monitoring station sensors.
- Traffic impact.
- Accessibility and ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.

- Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.
- When creating the power design, the Designer shall be mindful of system redundancy. While device co-location is desirable, the Designer shall make sure such co-location does not occur to the detriment of the overall ITS system. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstances shall a single power service support devices that are spliced to the fiber on separate sides of the road.

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), fiber optic interconnect (including conduit, pullboxes, fiber optic cable, splice details, splice tables, fiber allocation charts), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g. load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 75%, 100%, and bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, and bid set submission phases. These specifications shall include the technical specifications specific to related equipment in

the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

The Designer shall sign and seal bid set Technical Specifications by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. If the Designer recommends revisions to part numbers listed in the standard specifications, The Designer shall submit product description sheets, specifications and operation/maintenance manuals from equipment Vendors for each specified device that specifically addresses equipment adherence to the Technical Specifications with the bid submittal. The Designer shall obtain a statement of conformance from each Vendor signed by a duly authorized officer of the company. The Technical Specifications shall be subject to the review and approval of CFX. Additional Technical Specifications may be developed by the Designer if required by project specific designs.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 75%, 100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by

recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

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

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 270 calendar days:

- Notice to Proceed (Assume a start date of ~~June X, 2018~~ Jan X, 2019)
- Project Kickoff Meeting - Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule – Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan – within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase – 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

<u>SUBMITTAL/ITEM</u>	<u>NO. OF COPIES</u>
Project Schedule	3
Quality Control Plan	3
Design Methodology Report	5

Site Construction Plans	5
Site Design Calculations	5
Technical Specifications	5
Construction Cost Estimate	5

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD-ROM of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in Microstation™ format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left hand corner of the design plane. The Designer shall be responsible for any translation of a non-Microstation design file to Microstation™ format. Upon CFX approval, the Designer may use Microsoft Visio™ for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on CD-ROM. Designer shall submit all project schedules in Microsoft Project™ format on CD-ROM or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint™ format on CD-ROM. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Design Standards and Specifications

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format
- Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 and 429-203.
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation
- CFX ITS DMS Sign Cross Sections for Existing DMS Structures

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Master Plan
- Sign Structure Inspection Reports
- CFX ITS Electrical System As-Built for SR 528 Corridor

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Equipment to be used and assumed required number of borings are itemized on the estimate expenses.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work.

Exhibit “B”

Method of

Compensation

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

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

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$500,000.00.

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

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary. Includes Fee amounts from section 2 of Exhibit "C" for design of 2 new DMS locations as directed by CFX.

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

(CONSULTANT)

Total Activity Salary Costs	\$188,925.43
(a) Overhead Additives	
(1) Combined (160.46%)	\$303,149.74
Subtotal (Salary + Overhead)	\$492,075.17
(b) Lump Sum for Operating Margin (12.00%)	\$22,671.05
Subtotal (Salary Related)	\$514,746.22
(c) Design Survey - Field (Prime)	\$0.00
(d) Direct Expenses - Lump Sum (Prime)	\$1,800.44
BASIC FEE	\$516,546.66
(e) Subcontracts (Limiting Amount)	\$41,562.69
(f) Allowance	\$91,890.65
TOTAL MAXIMUM LIMITING AMOUNT	\$ 650,000.00

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

3.00 ALLOWABLE COSTS:

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

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

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

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of **160.46%** when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

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

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

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

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

4.00 METHOD OF PAYMENT:

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

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

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

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is **160.46** percent.

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

- The combined allowance for administrative overhead and fringe benefits shall not exceed 160.46%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

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

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

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

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

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

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

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

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

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

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

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

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

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

Exhibit “C”

**Details of Cost and
Fees**

Exhibit “D”

**Potential Conflict
Disclosure Form**

Exhibit “E”

Project Organization

Chart



Organization Chart

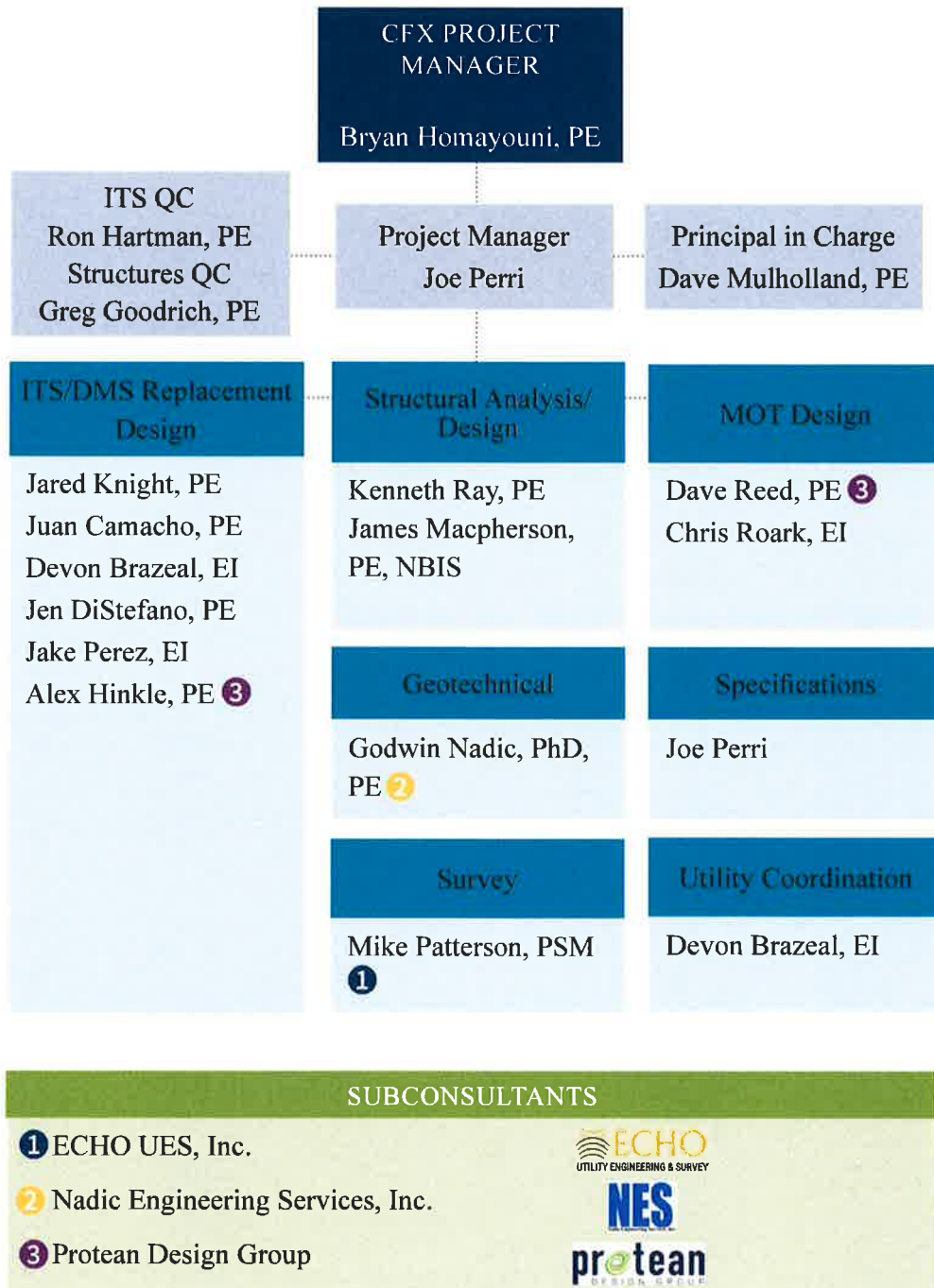
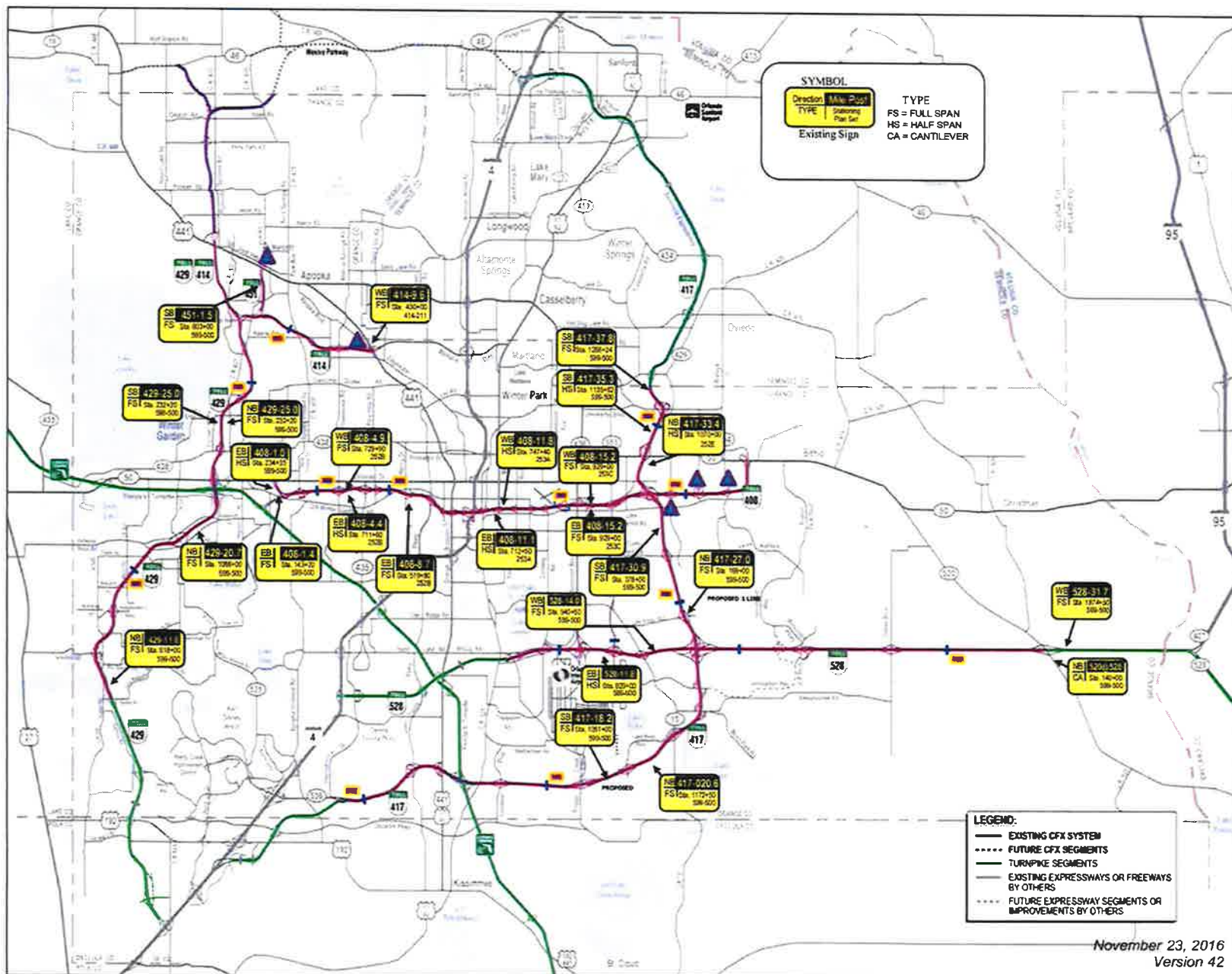


Exhibit “F”

Project Location Map

Skyline 3-Line DMS				Location Number
SR 408				
408-1.0 EB Ramp	408-EB-Wcolonial Dr MM 1.0 ramp	•		1
408-1.4 EB	408-EB-Turnpike MM 1.4	•		2
408-4.4 EB	408-EB-Kirkman MM 4.4	•		3
408-4.9 WB	408-WB-KirkmanRd MM 4.9	•		4
408-7.5 EB	408-EB-JYP MM 7.5	•		5
408-9.3 WB	408-WB-OBT MM 9.3		To be replaced by I4 Ultimate	
408-11.1 EB	408-EB-Mills Ave MM 11.1	•		6
408-11.8 WB	408-WB-Bumby Ave MM 11.8	•		7
408-15.2 WB	408-WB-Oxalis Ave MM 15.2	•		8
408-15.3 EB	408-EB-Goldenrod Rd MM 15.2	•		9
408-20.1 WB	408-WB-Rouse Rd MM 20.1		To be replaced by 408-128	
408-20.6 EB	408-EB-Alafaya MM 20.6		To be replaced by 408-128	
SR 417				
417-6.5 NB	417-NB-SR536 MM 6.5		To be replaced by 417-141	
417-14.7 NB	417-SB-Landstar Blvd MM 14.7		To be replaced by 417-149	
417-18.2 SB	417-SB-BoggyCreek Rd MM 18.2		Widening project to be advertised in 6 to 9 months per Karmen	
417-20.6 NB	417-NB-Narcoossee Rd MM 20.6		Replaced within Widening 417-150 (widening is to the inside)	
417-20.7 NB	417-NB-LeeVista Rd MM 27.0	•		10
417-30.9 SB	417-SB-CurryFord Rd MM 30.9	•		11
417-35.3 SB	417-SB-E Colonial Dr MM 35.3		To be replaced by 417-134	
417-37.8 SB	417-SB-Seminole Co MM 37.8		To be replaced by 417-134	
417-08.1 SB	417-SB-Idrive MM 8.1		To be replaced by 417-141	
417-14.7 NB	417-NB-BoggyCreek MM 14.7		To be replaced by 417-149	
417-33.4 NB	417-NB-Valencia MM 33.4	•		12
SR 429/451				
429-25.0 SB	429-SB-WestRd MM 25.0		Replaced within 429-152	
429-11.8 NB	429-NB-Seidel Rd MM 11.8	•		13
429-25.0 NB	429-NB-Plant St MM 25.0		Replaced within 429-152	
429-20.7 NB	429-NB-CR535 MM 20.7	•		14
451-1.5 SB	451-SB-OBT MM 1.5	•		15
SR 528/520				
528-14.0 WB	528-WB-Goldenrod Rd MM 14.0	•		16
528-11.8 EB	528-EB-Goldenrod Rd MM 11.8	•		17
528-23.2 WB	528-WB-Dallas MM 23.2		To be replaced by 528-131	
528-31.7 WB	528-WB-SR520 MM 31.7	•		18
528-23.2 EB	528-EB-Dallas MM 23.2		To be replaced by 528-131	
520-31.1 WB	520-WB-SR528 MM 31.1	•		19
SR 414				
414-9.6 WB	414-WB-US441 MM 9.6	•		20
Proposed Additional Signs to be Included at CFX Direction				
417-30.8-NB	417-NB-Berry Dease Rd MM 30.8	•		21
1 Unknown Location as a Provisional				22




November 23, 2016
Version 42

**CONSENT AGENDA ITEM
#18**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

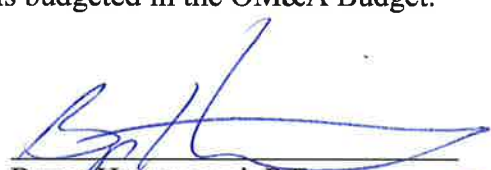

DATE: November 26, 2018

SUBJECT: Approval of Contract Award to Precision Contracting Services, Inc. for
Maintenance of Fiber Optic Network (FON) Infrastructure
Contract No. 001423

Request for Proposals from qualified firms to serve as CFX's FON Infrastructure Maintenance Contractor was advertised on September 23, 2018. Responses were received from two (2) firms by the deadline. Those firms were: Precision Contracting Services, Inc. and Contact Network LLC dba InLine. After evaluation of the firms, it was determined that Contact Network LLC did not have the required license for FON maintenance in Florida as required by the bidding document and was therefore deemed non-responsive.

Board award of the contract to Precision Contracting Services, Inc. in the amount of \$729,050.00 for a five year term with five one-year renewals is requested.

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Bryan Homayouni, P.E.
Manager of Traffic Operations 

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
PRECISION CONTRACTING SERVICES, INC.**

MAINTENANCE OF FON INFRASTRUCTURE

CONTRACT NO. 001423

CONTRACT DATE: DECEMBER 13, 2018

CONTRACT AMOUNT: \$729,050.00

**CONTRACT, SCOPE OF SERVICES, ADDENDUM TO THE
SCOPE OF SERVICES, METHOD OF COMPENSATION,
POTENTIAL CONFLICT OF INTEREST FORM, PRICE
PROPOSAL, PERFORMANCE AND PAYMENT BOND, AND
FORMS**

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

MAINTENANCE OF FON INFRASTRUCTURE

CONTRACT NO. 001423

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 26
(See Contract Table of Contents for listing of individual sections.)	
EXHIBIT "A" – SCOPE OF SERVICES	A-1 to A-22
(See Scope of Services Table of Contents for listing of individual sections.)	
EXHIBIT "A1" – ADDENDUM TO THE SCOPE OF SERVICES (Addendum No. 2)	A1-1 to A1-2
EXHIBIT "B" – METHOD OF COMPENSATION	B-1 to B-4
EXHIBIT "C" – POTENTIAL CONFLICT OF INTEREST FORM	1 to 8
EXHIBIT "D" – PRICE PROPOSAL	D-1 to D-4
VEHICLE REGISTRATION FORM	VR-1 to VR-2
PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

Table of Contents

1.	SERVICES TO BE PROVIDED	2
2.	TERM AND NOTICE	2
3.	CONTRACT AMOUNT AND COMPENSATION FOR SERVICES	4
4.	AUDIT AND EXAMINATION OF RECORDS	4
5.	PUBLIC RECORDS	6
6.	CONFLICT OF INTEREST AND STANDARDS OF CONDUCT	7
7.	DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES	8
8.	CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND	8
8.1	Commercial General Liability:	9
8.2	Business Automobile Liability:	9
8.3	Workers' Compensation Insurance:	10
8.4	Unemployment Insurance:	10
8.5	Professional Liability:	10
8.6	Information Security/Cyber Liability Insurance:	10
8.7	Commercial Crime Insurance:	11
8.8	Fiduciary Liability Insurance:	11
8.9	Performance and Payment Bond:	12
9.	CONTRACTOR RESPONSIBILITY	13
10.	INDEMNITY	14
11.	PRESS RELEASES	16
12.	OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS	16
13.	PERMITS, LICENSES, ETC	18
14.	NONDISCRIMINATION	18
15.	NOTIFICATION OF CONVICTION OF CRIMES	18
16.	COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY	18
17.	ASSIGNMENT AND REMOVAL OF KEY PERSONNEL	19
18.	SUBLETTING AND ASSIGNMENT	19
19.	DISPUTES	20
20.	OTHER SEVERABILITY	20
21.	INTEGRATION	21
22.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	21
23.	APPLICABLE LAW; VENUE	22
24.	RELATIONSHIPS	22
25.	INTERPRETATION	22
26.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	23
27.	SURVIVAL OF EXPIRATION OR TERMINATION	23
28.	OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT	23
29.	INSPECTOR GENERAL	24
30.	E-VERIFY	24
31.	APPROPRIATION OF FUNDS	24
32.	NOTICE TO THE PARTIES	24
33.	EXHIBITS	25

Contract No. 001423

This Contract is made this 13th day of December 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Precision Contracting Services, Inc. a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 15834 Guild Court, Jupiter, FL. 33478, hereinafter "the CONTRACTOR."

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Maintenance of Fiber Optic Network Infrastructure under Contract No. 001423, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about September 24, 2018, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful sole qualified firm that responded to the Request for Proposals and was ultimately selected; **and**

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

1. SERVICES TO BE PROVIDED

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

The services to be provided under this Contract include performing revisions to the scope of services as detailed in the Addendum to the Scope of Services attached as Exhibit "A1" and incorporated by reference as though set forth fully herein.

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

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

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

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

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$729,050.00

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

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

5. PUBLIC RECORDS

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

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

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

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

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

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and

all subcontractors (including officers, directors, employees or agents of each and their successors).

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

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

8.1 Commercial General Liability:

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

8.2 Business Automobile Liability:

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

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

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

8.5 Professional Liability:

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

8.6 Information Security/Cyber Liability Insurance:

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

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

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

8.7 Commercial Crime Insurance:

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

8.8 Fiduciary Liability Insurance:

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

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

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

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

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

9. CONTRACTOR RESPONSIBILITY

9.1 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 are on or about the plazas or 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.

9.2 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 SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought

about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 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 be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

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

10.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents

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

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

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

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

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

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

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

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

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

13. PERMITS, LICENSES, ETC.

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

14. 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.

15. NOTIFICATION OF CONVICTION OF CRIMES

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion,

sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

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

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

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, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract

or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

19. DISPUTES

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

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as

close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

23. APPLICABLE LAW; VENUE

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

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

24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

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

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

25. INTERPRETATION

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

meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

27. 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:

27.1 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

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

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

27.4 Obligations upon expiration or termination of the Contract; and

27.5 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.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

29. INSPECTOR GENERAL

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

30. E-VERIFY

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

31. APPROPRIATION OF FUNDS

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

32. NOTICE TO THE PARTIES

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

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL. 33478
Attn: Cindy Boyd, President

Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL. 33478
Attn: Bruce Boyd, Director

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "A1" Addendum to the Scope of Services (Addendum No. 2)
Exhibit "B" Method of Compensation
Exhibit "C" Potential Conflict Disclosure Form
Exhibit "D" Price Proposal

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

ACCEPTED AND AGREED TO BY:

PRECISION CONTRACTING SERVICES, INC.

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

34. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Print Name: _____

Date: _____

CFX only. Approved as to form and execution for the use and reliance by

General Counsel for CFX

Exhibit A
SCOPE OF SERVICES

TABLE OF CONTENTS

1.0	INTRODUCTION.....	2
1.1	PROJECT BACKGROUND.....	2
1.2	SUMMARY OF RESPONSIBILITY.....	4
1.3	FUTURE EXPANSION OF FIBER OPTIC NETWORK AND INFRASTRUCTURE.....	4
2.0	PERFORMANCE MONITORING & NETWORK ADMINISTRATION.....	5
2.1	REMOTE MONITORING – ALL LOCATIONS (24x7x365).....	5
2.2	NETWORK TROUBLESHOOTING.....	5
3.0	INSIDE PLANT (ISP).....	6
3.1	INSIDE PLANT MAINTENANCE AND BREAK / FIX REPAIR WORK.....	6
3.1.1	<i>Break / Fix.....</i>	6
3.1.2	<i>Emergency Maintenance Work.....</i>	7
3.1.3	<i>Non-Emergency Maintenance Work – 24 Hour Response and Repair Labor.....</i>	7
3.1.4	<i>Existing Support Agreement – Extreme Networks.....</i>	7
3.2	LAYER 3 SWITCH EQUIPMENT.....	8
3.2.1	<i>Extreme Networks Black Diamond 8810 and 8806 Core Switch.....</i>	8
3.2.2	<i>Summit X460 Aggregation Switch.....</i>	8
3.2.3	<i>Summit X460-48T Top of Rack Switch.....</i>	9
3.3	CONFIGURATION MANAGEMENT.....	9
3.3.1	<i>Configuration & System Administration.....</i>	10
3.3.2	<i>NetSight Network Management.....</i>	10
4.0	OUTSIDE PLANT.....	10
4.1	DESCRIPTION.....	10
4.1.1	<i>Conduit System.....</i>	10
4.1.2	<i>Tone Wire.....</i>	11
4.1.3	<i>Backbone Fiber Optic Cable and Patch Panels.....</i>	11
4.1.4	<i>Manholes and Pullboxes.....</i>	11
4.2	OUTSIDE PLANT MAINTENANCE AND REPAIR WORK.....	12
4.2.1	<i>Emergency Restoration.....</i>	12
4.2.2	<i>Permanent Restoration.....</i>	13
4.2.3	<i>Fiber Optic Cable Testing Requirements.....</i>	13
5.0	MOVES/ADDS/CHANGES (MAC) WORK ORDERS.....	14
6.0	SPARES AND MATERIALS.....	14
7.0	PROJECT ADMINISTRATION.....	15
7.1	PROJECT MEETINGS.....	16
7.2	PROJECT RECORDS.....	16
7.2.1	<i>Monthly Reports.....</i>	16
7.2.2	<i>Monthly Invoices.....</i>	16
7.2.3	<i>Quarterly Reports.....</i>	16
8.0	CONTRACTOR REQUIREMENTS AND QUALIFICATIONS.....	17
8.1	GENERAL REQUIREMENTS.....	17
8.2	TECHNICIAN QUALIFICATIONS.....	18
8.2.1	<i>Outside Plant Fiber Technician.....</i>	18
8.2.2	<i>Inside Plant Switch Technician.....</i>	18
8.3	SECURITY REQUIREMENTS & ACCESS TO CFX FACILITIES.....	19
8.3.1	<i>Security.....</i>	19

8.3.2 Access Control	19
8.3.3 FDOT RTMC Security Procedures	20
9.0 CFX RESPONSIBILITIES	21
10.0 COMPENSATION.....	21
11.0 DURATION OF AGREEMENT AND RENEWAL OPTION.....	21
12.0 ADDITIONAL SERVICES.....	22
13.0 APPENDIX A-H	

1.0 Introduction

The Central Florida Expressway Authority, hereinafter referred to as “CFX,” requires the maintenance services of a qualified firm, hereinafter referred to as the “Contractor,” to ensure the operation of CFX’s Fiber Optic Network, hereinafter referred to as the “FON.” CFX’s Manager of Traffic Operations, or designated representative, will administer the terms and conditions of the Contract.

1.1 Project Background

The Central Florida Expressway Authority has a private telecommunication network consisting of Gigabit, 10-Gigabit and 40-Gigabit Ethernet equipment operating in a ring and point to point configuration over a CFX-owned fiber optic cable plant. This private network shall be referred to as the Fiber Optic Network (FON). CFX currently operates seven (7) Gigabit Ethernet Rings and two (2) 40-Gigabit Ethernet Rings.

The FON is composed of two distinct elements. The first element is the fiber optic cable and conduit plant and shall be referred to as FON outside plant (OSP); the second element is the networking hardware and fiber terminations housed inside CFX buildings which shall be referred to as FON inside plant (ISP). The FON OSP includes (without limitation) buried single-mode fiber cable installed in HDPE conduit. The FON OSP extends the length of SR 408 (Holland East-West Expressway), and CFX’s portions of the SR 528 (Beachline Expressway), SR 429 (Western Beltway and Wekiva Parkway), SR 417 (Central Florida GreeneWay), SR 451, SR 453 and SR 414 (John Land Apopka Expressway) for approximately 120 centerline miles (See Figure 1). The FON ISP includes (without limitation) Layer 3 Gigabit Ethernet Core switches, Layer 3 Gigabit Ethernet Aggregation switches, Layer 3 Gigabit Ethernet Edge switches, Layer 2 Gigabit Ethernet Edge switches and firewalls and fiber optic patch panels.

The FON serves CFX’s immediate and long-term telecommunications needs for data, voice and video transmission, supporting present and future ITS applications. The FON provides for all of CFX’s data communication needs in relation to the operation of CFX’s Electronic Toll & Traffic Management (ETTM) System. The ETTM consists of an electronic toll collection system operating at 23 mainline toll plazas and 74 ramp toll plazas. The FON also services CFX’s voice communication needs associated with 22 mainline toll and 74 ramp toll plazas using Voice over Internet Protocol (VoIP) gateways connected through CFX’s backbone Gigabit Ethernet communications network to a PBX located at CFX Headquarters.

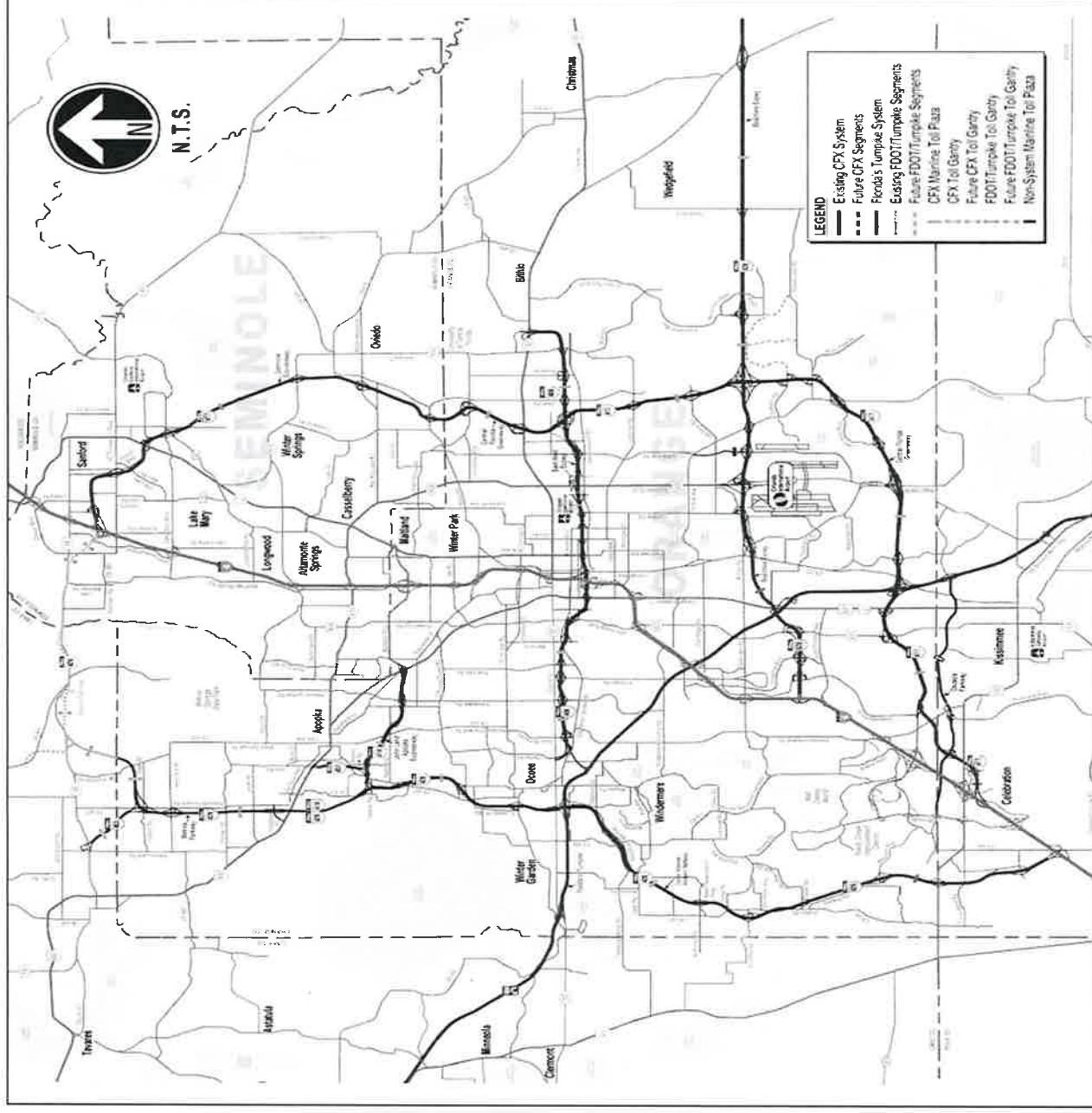


FIGURE 1: CFX Expressway Map

1.2 Summary of Responsibility

The FON Operations & Maintenance (O&M) Contractor shall provide the technical services, including the labor and materials necessary for maintenance, operation, troubleshooting, configuration management and associated activities for CFX's FON system. The Contractor shall coordinate all work with CFX's Manager of Traffic Operations, or his designated representative.

The project shall include (without limitation) the following work elements:

- Network troubleshooting
- Repair labor for Gigabit Ethernet switch equipment
- Response to alarms and trouble tickets received from CFX provided Remote Monitoring Service.
- Field investigation of OSP Issues
- Fiber Restoration
- Equipment installation, integration, and testing
- Equipment procurement
- Cable OSP installation and maintenance
- Documentation compatible with OSP Insight of any changes made to the FON by the contractor.
- Fiber splices and cable inventories in fiber optic manholes, patch panels and pull boxes.

The Contractor shall be required to maintain (without limitation) the following FON system components:

- Equipment Racks
 - Fiber Distribution Panels/Cable Trays
 - Fiber Splice / Termination Enclosures
 - Fiber Connectors
 - Fiber Jumpers - Termination Panels to Ethernet Switch Equipment
 - Protective Fiber Ducting - Equipment to Fiber Termination Panels
 - Gigabit Ethernet Equipment
 - All other FON-related electronic equipment, optical equipment and OSP facilities
- CFX reserves the right to modify the FON at its sole discretion as needed to address the needs such as system expansion, service affecting issues, and coordination with other activities.

1.3 Future Expansion of Fiber Optic Network and Infrastructure

The Contractor shall be required to maintain (without limitation) any additional future expansion of the fiber optic network, infrastructure and incidentals subject to this contract. The Contractor shall furnish sufficient personnel, materials and support necessary to maintain the existing FON system from the execution of this contract as stated in this Scope of Services and shall provide an equal level of service pending future expansion of the FON.

2.0 Performance Monitoring & Network Administration

Performance monitoring is necessary to ensure that issues affecting the integrity of the FON are addressed as quickly as possible. These issues can include fiber optic cable cuts, power outages, equipment failures, etc. It is the Contractor's responsibility to respond to these issues and take appropriate action to resolve the issues once a notification has been received from the CFX Remote Monitoring Service.

2.1 Remote Monitoring – All Locations (24x7x365)

Remote Monitoring Service (RMS) of all locations shall be defined as comprehensive monitoring of the performance of the Core, Aggregation Layer 3 and Edge Gigabit Ethernet Switches. The RMS shall be provided by CFX or its representatives.

Such services shall include (without limitation) the following:

- Monitoring of Extreme Networks Ethernet switches installed at:
 - Mainline Plazas
 - Ramp Plazas
 - CFX Data Center
 - CFX Headquarters
 - FDOT RTMC
- 24x7x365 phone call alarm notification to be sent to the contractor for response.
- 24x7x365 email alarm notification to be sent to the contractor for response.

The Contractor shall acknowledge receipt of the alarm notification within 15 minutes. On-site response shall be provided within the response times specified in Section 3.1.

2.2 Network Troubleshooting

Once an alarm notification has been received by the Contractor, the Contractor shall be responsible for troubleshooting issues involving the Layer 3 backbone network, including all Layer 3 switch (Core, Aggregation, and Edge) issues. See Section 3.0 for additional details on Layer 3 switch equipment. The Contractor may contact Extreme Networks Technical Assistance Center (TAC) on CFX's behalf to assist with diagnosis and resolution of issues if additional troubleshooting support is required.

While TAC may often be required to assist with troubleshoot issues, the Contractor is responsible for staffing technicians who are familiar with the products utilized on CFX's Network.

The Contractor shall provide a Network Engineer or Network System Operations Specialist to provide assistance in optimizing the performance and isolation of hardware and non-hardware related problems. The Contractor's Network Engineer or Operations Specialist shall be duly qualified and certified to work in the networking systems, components and equipment as specified herein.

All staffing that are assigned to provide technical service to the any component of the Network shall provide required certifications and these certifications shall be kept on file with CFX or their designated representative. All certifications shall be kept current for the life of this Contract. If during the life of this Contract CFX incorporates new technology the Contractor shall provide training to their technician prior to that technology being implemented on the Network. See Section 8.2, Technician Qualifications.

3.0 Inside Plant (ISP)

CFX's backbone communications network consists of Gigabit, 10-Gigabit, and 40-Gigabit Ethernet rings. The Gigabit rings form the backbone communications network between the Core switches located at Headquarters and the CFX Data Center at Hiawasse Mainline plaza. In addition to the core network, there are three (3) Gigabit Ethernet rings connecting CFX's Mainline toll plazas and three (3) Gigabit Ethernet rings connecting CFX's ramp toll plazas.

The following protocols are utilized on some or all of the network rings (other protocols that are not listed may still be in use or be used in the future):

- IEEE 802.1Q – VLAN Tagging
- IEEE 802.1X – Network Access Control (RADIUS)
- RFC 2328 – Open Shortest Path First (OSPF)
- RFC 2338 – Virtual Router Redundancy Protocol (VRRP)
- RFC 2362 – Protocol independent Multicast – Sparse mode (PIM-SM)
- RFC 3619 – Ethernet Automatic Protection Switching (EAPS)

The Contractor is responsible for becoming familiar with the network topology and troubleshooting all network issues related to the Core network as well as the Mainline and Ramp plazas.

CFX's Inside Plant infrastructure is contained in secured facilities including the CFX Headquarters Building, CFX Data Center, Mainline Toll Plazas and Ramp Toll Plaza facilities. All of these buildings are considered secured facilities and are accessible by authorized personnel only. The Contractor will be required to submit a request for clearance for specific project staff prior to working on the ISP. Access badges can be assigned to approved staff for the duration of the contract at the discretion of CFX.

3.1 Inside Plant Maintenance and Break / Fix Repair Work

3.1.1 Break / Fix

Break Fix (B/F) shall be defined as the labor required to complete repair or replacement of specified telecommunications and network devices or related system components. Replacement hardware will be provided under CFX's existing vendor maintenance agreements (See Section 3.1.4, and Appendix A for details).

3.1.2 Emergency Maintenance Work

Emergency maintenance work will be required all hours, Monday through Sunday, including Holidays. Emergency maintenance work will typically be required when a device or component of the device results in service affecting failure to critical elements of the FON, or at CFX's discretion. Once a service affecting issue is detected, the Contractor shall dedicate the resources necessary to diagnose the issue within a period not to exceed 2 hours and escalate issues as necessary. The Contractor shall generate a response within 2 hours that includes an appropriate diagnosis of the issue. The Contractor shall arrive onsite no later than 2 hours following diagnosis of a service affecting issue, except in circumstances where replacement hardware is required for equipment covered under CFX's 4-hour advanced hardware replacement agreement with Extreme Networks. In cases where replacement hardware must be acquired from the manufacturer support agreement, the contractor shall have four (4) hours to arrive onsite, which coincides with the time the vendor has to deliver the replacement parts onsite. For information on which locations are covered under the 4-hour advanced hardware replacement support agreements, see Sections 3.1.4, and Appendix A. Emergency work shall be completed by the Contractor within a maximum of 2 hours once a technician has arrived on-site. If the repair, response, or troubleshooting time is expected to exceed this time frame, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions.

If the Contractor fails to meet the required emergency maintenance response and repair time without valid cause, CFX reserves the right to make reductions to the compensation for maintenance/repairs in the amount of \$100.00 per hour for each hour or fraction thereof that exceeds the 6-hour maximum response and repair time.

3.1.3 Non-Emergency Maintenance Work – 24 Hour Response and Repair Labor

Non-emergency maintenance work will typically be required when a device or component of the device has failed, but is not service affecting at CFX's discretion. Non-emergency work will be required between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Non-emergency work shall be completed by the Contractor within 24 hours after alarm failure or CFX notification, whichever comes first. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions.

3.1.4 Existing Support Agreement – Extreme Networks

Throughout the term of this FON maintenance contract the Contractor will be responsible for performing the troubleshooting of all FON issues. CFX currently has a maintenance agreement with Extreme Networks that provides for a 4-hour or Next Business Day (NBD) response with parts on-site.

The Contractor shall receive the replacement parts and provide the appropriate repair labor as outlined in this Scope of Services. In addition to the 4 hour and NBD replacement parts, CFX will also provide spare parts to be used for repairs.

This existing Extreme Networks maintenance agreement provides coverage as follows:

- Black Diamond 8810 and 8806: 24x7x365 TAC, 4-hour response w/ Parts onsite
- All X460: 24x7x365 TAC, Next Business Day w/ Parts onsite

3.2 Layer 3 Switch Equipment

3.2.1 Extreme Networks Black Diamond 8810 and 8806 Core Switch

Two (2) Black Diamond 8810 and Two (2) Black Diamond 8806 core switches are currently deployed on CFX's FON backbone and ITS networks respectively. The switches are located at Headquarters, and the Hiawasse Data Center. Each Black Diamond is equipped with the following configuration:

- Dual (redundant) 8900-MSM128 management blades
- Up to Three (3) 10 Gig Blades
- One (1) 40-Gig Blade
- Six (6) 110 – 220 VAC PSU
- 48 port copper Blade on 8810's

The Black Diamond core switches function as CFX's core telecommunications and ITS networks.

The Contractor shall provide emergency and non-emergency response repair labor on all components of the Black Diamond Core Gigabit Ethernet switches, including but not limited to the following:

- Black Diamond Core Switch Chassis
- Black Diamond blades
- Power supplies
- Gigabit Ethernet Interface Converter (GBIC)
- Fiber optic patch cords
- Category 5e / 6 unshielded twisted pair (UTP) cable

Locations for the Black Diamond switches can be found in Appendix A.

Compensation for repair labor will be on an hourly basis in accordance with the Method of Compensation.

3.2.2 Summit X460 Aggregation Switch

Summit X460-24T and X460-24X Layer 3 aggregation switches are currently deployed on CFX's FON backbone and ITS feeder systems. The switches are located at the mainline toll plazas throughout the system. Each X460 switch has also been upgraded with a core software license to enable advanced Layer 3 features. All Mainline toll plazas are configured to run, at a minimum, EAPS, OSPF, and PIM-SM. Additional features, such as

VRRP, may also be utilized in the future to provide redundancy for other network devices, such as the default gateway of Layer 2 Ethernet field switches (maintained by others). The Contractor shall be familiar with the configuration of each of these protocols on Extreme Networks switches running the XOS operating system.

The Contractor shall provide emergency and non-emergency response repair labor on all components of the Summit X460 L3 Gigabit Ethernet switches, including but not limited to the following:

- X460 Layer 3 Ethernet Switch
- Power supplies
- Gigabit Ethernet Interface Converter (GBIC)
- Fiber optic patch cords
- Category 5e / 6 unshielded twisted pair (UTP) cable

Each X460 aggregation switch is also equipped with single mode Gigabit Interface Converters (GBICs). The 1 GB and 10 GB GBICs will vary by location to meet optical transmission distance requirements, and range from 20km to 100km.

Locations for the Summit X460 switches can be found in Appendix A.

Compensation for repair labor will be on an hourly basis in accordance with the Method of Compensation.

3.2.3 Summit X460-48T Top of Rack Switch

Summit X460-48t Layer 3 top of rack switches are currently deployed at Headquarters and Data Center. These switches are located in the network equipment racks and are used to provide connectivity to production and backup servers. The Contractor shall provide emergency and non-emergency response repair labor on all components of the Summit X460-48t L3 Gigabit Ethernet switches, including but not limited to the following:

- X460-48t Layer 3 Ethernet Switch
- Power supplies
- Gigabit Ethernet Interface Converter (GBIC)
- Fiber optic patch cords
- Category 6 unshielded twisted pair (UTP) cable

Locations for the Summit X460 switches can be found in Appendix A.

Compensation for repair labor will be on an hourly basis in accordance with the Method of Compensation.

3.3 Configuration Management

It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform the following services. Software development will not be required. The Contractor shall perform the following on an as-needed

basis. Compensation for Configuration Management labor will be on an hourly basis in accordance with the Method of Compensation.

3.3.1 Configuration & System Administration

The Contractor shall provide software configuration and system administration changes as requested by CFX for the systems described in this Scope of Services. The Contractor shall perform and/or assist CFX in making configuration changes required to support network growth, implementation of new protocols, changes in network addressing schemes, or network upgrades / rearrangements. Examples of potential changes include modifying a user's permissions/priority level, adding new users, updating network topology (physical and logical) maps to reflect modifications to network appliances and circuits, and changing alarm notification settings.

The Contractor shall perform a backup of all configuration files before any configuration changes are made to any network appliance (switch or firewall) running in a live environment. The Contractor shall maintain current electronic back-up copies of all device configurations.

3.3.2 NetSight Network Management

CFX currently owns a dedicated server running Extreme Networks NetSight Network Management Software. The Contractor will have on-site access to CFX's NetSight software to assist with troubleshooting of network issues. The NetSight software may also be utilized to make configuration changes, as required.

4.0 Outside Plant

4.1 Description

In order to ensure FON survivability, CFX has installed fiber optic conduit on both sides of all major expressways within CFX's Right of Way (ROW). The standard conduit bank contains eight (8) – 1" or (9) – 1" HDPE conduits. There are also portions of expressways where a conduit is leased to a third party. In these areas, the conduit bank contains seven (7) – 1" HDPE conduits and a single 2" conduit to allow for installation of larger fiber optic cables. The Contractor is responsible for repair of all conduits and tone wire, and it is the Contractor's responsibility to ensure sufficient spare quantities are available to meet the response times outlined in this scope of services.

The Contractor shall take digital photos prior to and after all repairs. The Contractor shall provide these photos with the repair documentation.

4.1.1 Conduit System

The Contractor shall use unsheathed bundles of high-density polyethylene (HDPE) communication conduits for general repairs. The work may also include sections of HDPE conduit bundles encased with outer duct (PVC, bullet-resistant fiberglass, black steel pipe) or cast-in-place concrete for extra mechanical protection.

All conduit repairs shall use the same materials present prior to the repair request. See CFX Specification 638 (Appendix E) for details on acceptable types of conduit.

Under special circumstances, CFX may direct the contractor to perform locates on the existing FON infrastructure. Locate equipment will be provided to the Contractor to perform this task. CFX will forward Sunshine 811 tickets to the contractor to perform locates. Compensation for locate labor will be on an hourly basis and utilize the Field Locate / Data Collection pay item in accordance with the Method of Compensation

CFX utilizes the OSPInsight software to track fiber utilization and the FON conduit duct bank installed throughout the system. OSPInsight is Geographic Information System (GIS) based software which utilizes graphical mapping to provide location of the FON infrastructure. The contractor may be tasked to Geo-locate existing or new FON infrastructure installed on the system. Data collected for the Geo-locate shall be in accordance with Appendix H Geolocation and Documentation of Equipment and Infrastructure. Compensation for Geo-locate labor will be on an hourly basis and utilize the Field Locate / Data Collection pay item in accordance with the Method of Compensation

All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by CFX.

4.1.2 Tone Wire

The Contractor shall have a technician available to troubleshoot and repair the tone wire as needed. Tone wire repairs shall be performed as non-emergency work as described in this Scope of Services.

The Contractor shall be capable of troubleshooting and finding faults in the tone wire for all necessary repairs. The Contractor shall also provide associated field equipment (e.g., backhoes, etc) to complete the repair work.

See CFX Specification 638 (Appendix E) for Tone Wire requirements.

4.1.3 Backbone Fiber Optic Cable and Patch Panels

The fiber optic backbone consists of a 72-strand Corning ALTOS® single mode fiber optic cable installed on both sides of CFX Right-of-Way on SR408, SR417, SR429, SR 414, SR 451, SR453 and SR528. The 72-strand cable is terminated in 72 port patch panels at CFX Headquarters, CFX Data Center and all Mainline plazas.

The Contractor shall perform emergency and permanent repairs to all fiber optic cables. The cables include backbone and feeder cables (72-count) and drop cables (6 or 12-count)

See CFX Specification 633 (Appendix B) and 683 (Appendix G) for fiber optic cable and patch panel requirements.

4.1.4 Manholes and Pullboxes

The Contractor shall be required to make periodic repairs to damaged manholes and pullboxes.

See CFX Specification 635 (Appendix C) & 636 (Appendix D) for manhole and pullbox requirements.

4.2 Outside Plant Maintenance and Repair Work

Except for emergency maintenance work, no work will be permitted on the following holidays unless the Contractor submits a written request to work at least ten days in advance of the requested date and receives written approval from CFX: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. No ramp closures will be permitted. During these periods, the Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the maintenance of traffic requirements.

4.2.1 Emergency Restoration

- Emergency maintenance work will typically be required when a device or component of the device results in service affecting failures to critical elements of the System, or at CFX's discretion. Emergency work will be required all hours, Monday through Sunday, including Holidays. The Contractor shall arrive on site within two (2) hours of alarm notification or CFX notification of an emergency. Emergency work shall be completed by the Contractor within six (6) hours once a technician has arrived on-site. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions.
- If the Contractor fails to meet the required emergency maintenance response and repair time, CFX reserves the right to make reductions to the compensation for maintenance/repairs in the amount of \$100.00 per hour for each hour or fraction thereof that exceeds the 8-hour maximum response and repair time. If there is excessive damage that requires additional time to repair, it is the Contractor's responsibility to notify CFX immediately to request a time extension.
- During an emergency call out the Contractor shall implement an Emergency Service Restoration repair to the damaged portion of the network OSP, that may include (without limitation) optical fiber, conduit and encasement, and/or other appurtenances. Such OSP repairs shall use a buried splice enclosure. Any Emergency Service Restoration repair shall be performed according to the cable, conduit and splice enclosure specifications provided in APPENDIX B, C, D, and E.
- The Contractor shall provide billable emergency call out services for repair and restoration of the FON OSP facilities in case of a cut or other damage to the system. The Contractor shall also be responsible for testing and trouble identification. Compensation for Emergency Restoration will be on an hourly basis in accordance with the Method of Compensation. Major components of emergency restoration include, but are not limited to:

- Pulling slack from existing manholes / pullboxes to allow for a temporary splice enclosure.
- Provide 72-strand fiber optic cable in the event sufficient cable slack is not available.
- Supply a temporary splice enclosure.
- Splice all damaged fibers, including dark fibers in a temporary splice enclosure.
- All incidental equipment, which is necessary to complete the repair, but not specified herein shall be provided by the Contractor as necessary to provide a complete and functional repair.

Payment for emergency restoration will be made on an hourly basis as outlined in the Method of Compensation.

4.2.2 Permanent Restoration

- Permanent restoration includes follow-on repairs intended to provide long-term restoration to the OSP where previous Primary Service Restoration repairs have been made for an interim period. CFX has allocated funds under this contract for permanent repairs of the FON that can be authorized via work order process. If the cost of repairs exceeds the amount allocated under this contract, or at CFX's discretion, the Contractor shall provide such permanent repairs via a negotiated Supplemental Agreement.
- Permanent repairs may include (without limitation) optical fiber, conduit, splices, couplings, encasement, tone wire, manholes and/or other appurtenances. All permanent repairs shall be done in accordance with engineered drawings or direction supplied by CFX, or engineering drawings produced by the Contractor subject to CFX approval.
- At the discretion of CFX, the Contractor shall install a new fiber optic cable from the closest butt-end splice point downstream of the damaged area to the closest fiber optic manhole upstream of the damaged area in accordance with all installation requirements.

4.2.3 Fiber Optic Cable Testing Requirements

- The Contractor shall prepare and submit all test procedures, setup parameters including test jumper length and loss, and data forms for the tests to CFX for approval. The Contractor shall furnish data forms containing all of the data taken, as well as quantitative results for all tests.
- The Contractor shall maintain records of all testing including measurements made. These records shall be provided to CFX with the monthly pay request.
- See CFX's Fiber Cable Specification Section 633 (Appendix B) for fiber optic cable and OTDR testing requirements.
 - For areas where bi-directional OTDR testing is not practical, such as where no fiber optic terminations are present in a reasonable distance, CFX, at its discretion, may allow the contractor to submit splice results from a CFX approved fusion splicer.

5.0 Moves/Adds/Changes (MAC) Work Orders

Additional work assigned to the Contractor will be accomplished through a work order process (up to the limits of a work order allowance established in the Method of Compensation).

Work Orders will identify the location, description, work to be accomplished and the completion time. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the default terms of the Contract.

All work locations will be described with geographical or landmark reference points.

Should inclement weather limit or stop the Contractor from working, CFX shall be notified of work stoppage.

No work shall commence on subsequent Work Orders until the satisfactory completion or progress of previously issued assignments has been confirmed. The only exception to this occasion is when the Director of Expressway Operations determines that such other work is in the best interest of CFX and should be expedited.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with the specifications. The certification shall be accomplished by signing and returning the work order.

Upon completion of the assigned work, the Contractor shall notify CFX and certify that the work is completed. All work completed will be reviewed by CFX, or designated representative, to verify quantity and quality prior to approving the payment for the Work Order.

Acceptable work quality will be determined by CFX, or its designated representative. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

All labor and materials required to facilitate repairs will be in accordance with the rates established in the Method of Compensation.

6.0 Spares and Materials

The spare parts inventory furnished by CFX to the Contractor shall consist of the parts shown in Appendix A. All spare parts supplied by CFX shall remain the sole property of CFX and shall be returned to CFX upon termination of this agreement. These quantities shall be provided to the Contractor by CFX within 15 calendar days of Notice to Proceed. The Contractor shall ensure that spares utilized for repairs are replaced in a timely manner.

A material allowance is allocated to this contract to cover costs and expenses of FON improvements and repairs. It is the Contractor's responsibility to request authorization to purchase additional spares if current stock is not sufficient to satisfy the requirements outlined in

this Scope of Services. Lack of spares is not a valid reason for failure of the Contractor to provide the response times outlined in this Scope of Services.

Under special circumstances, CFX may require contractor to provide specified equipment or material (outside of any required incidental equipment/materials) temporarily for a limited period of time (Rental). At the direction of CFX, the contractor shall provide quotes for the requested material or equipment for approval. Costs for the rental/temporary equipment will be paid under the Material allowance pay items and in accordance with the Method of Compensation.

The Contractor shall be responsible for housing all spare parts. The Contractor shall store the spares in a climate-controlled facility until needed. Compensation for housing the spare parts inventory shall be incidental to the Project Administration pay item.

The Contractor shall use only spare parts recommended and approved by the manufacturer of the equipment being maintained. Should the Contractor use non-approved parts and the installation of the non-approved part cause additional failures and damage to the equipment, the Contractor shall be liable for all additional repair costs. Where catastrophic damage may have resulted from the installation of a non-approved part, the Contractor shall be responsible for the replacement cost of the damaged unit. Where parts are no longer available from the manufacturer or the manufacturer's approved source, the Contractor shall notify CFX. Where the Contractor has identified another source for the material that is not approved by the manufacturer of the equipment, the Contractor shall provide the manufacturer with the Contractor's alternate source and obtain the manufacturer's concurrence that it is a suitable replacement. CFX shall be notified and copied on all correspondence.

The Contractor shall return to CFX any hardware, software, patches, or upgrades paid for by CFX upon the termination of the Contract.

The Contractor shall be responsible for maintaining a continuing inventory of spare parts and test equipment required to perform this Scope of Services. The Contractor shall, on a monthly basis, review spares utilization and shall recommend adjustments to inventory to represent the spares utilization history. Regardless of whether adjustments to the inventory are necessary, the Contractor shall provide CFX with a complete and updated inventory in writing and on a compact disk (CD) on a monthly basis. The Contractor shall submit the format of the inventory to CFX for review and approval prior to its use by the Contractor.

Where a failure has occurred, and a spare is not available, the Contractor shall expedite obtaining the required spare and shall provide CFX with information, in writing, related to why an appropriate spare was not available.

7.0 Project Administration

The Contractor shall provide management supervision over all assigned maintenance activities and shall provide quality assurance for all maintenance activity conducted by its staff as well as all contract documentation.

The Contractor shall provide a single point of contact at a management level to CFX including name, address, email address, and telephone numbers for contact (including cellular for 24 hour per day access). The Contractor shall not change this contact without prior notification of CFX.

7.1 Project Meetings

The Contractor's project manager shall attend monthly progress meetings with CFX to discuss project activities, review quality of service and any required improvement in quality of service deemed necessary by CFX. The Contractor's ISP and OSP technical leads shall attend the monthly meetings.

Additional Meetings may also be required on an as-needed basis to perform the activities outlined in this Scope of Services.

7.2 Project Records

The Contractor shall maintain accurate records of all maintenance activity and correspondence with CFX. These records shall include documentation on any quality inspections made by the Contractor's quality assurance representative. All records related to this project shall be backed up electronically and made available to CFX upon request.

7.2.1 Monthly Reports

The Contractor shall provide monthly reports summarizing responses to monitoring alarms for each device. This report shall include, at a minimum: device location, device type, date, time, alarm, and alarm resolution.

The Contractor shall keep records of all maintenance activity including date/time, location, equipment make/model/serial number, cause of failure, corrective (or preventive) action taken, assigned technician conducting maintenance activity, and disposition of the removed material. The maintenance records shall be provided to CFX at the time of monthly billing. These records shall be delivered electronically in a custom report format subject to CFX approval.

7.2.2 Monthly Invoices

Invoices shall be submitted on a monthly basis for work completed prior to the invoice cut-off date, typically the last day of the previous month. See the Method of Compensation for details on submission of monthly invoices.

7.2.3 Quarterly Reports

The Contractor shall periodically analyze failure statistics to determine the failure rate of a specific device at a location or at all locations. Should a specific electronic unit have a high failure rate, CFX shall be notified. Failure rate statistics shall be provided to CFX on a Quarterly basis.

The Contractor shall provide usage and traffic statistics to measure network traffic, bandwidth, CPU and memory utilization of the specified equipment. The Contractor shall also provide exception reports that identify conditions such as excessive errors, drops and interface errors. Usage and Traffic statistics reports shall be provided to CFX on a Quarterly basis.

All costs associated with project administration including but not limited to: Attendance of meetings, conference calls, monthly and quarterly reports, inventory control and housing

(see section 6.0) and general project management shall be incidental to the Project Administration pay item.

8.0 Contractor Requirements and Qualifications

8.1 General Requirements

General requirements for all services are as follows:

- All work performed by the Contractor is subject to review and acceptance by CFX's Manager of Traffic Operations or his designated representative.
- The Contractor shall ensure that sufficient staff is available to provide the services described in this Scope of Services.
- The Contractor shall be familiar with roadway and utility construction practices common in the Central Florida area.
- The Contractor shall follow Occupational Safety and Health Administration (OSHA) Confined Space Entry rules and regulations.
- The Contractor shall follow Maintenance of Traffic Guidelines outlined in the latest edition of the Florida Department of Transportation Standard Plans for Road Construction. Any deviations from the standards shall require certified MOT plans submitted for CFX review and approval.
- The Contractor shall obtain certification that specific maintenance personnel assigned to maintain CFX's equipment have been appropriately trained by the manufacturer and are qualified to provide trouble shooting and corrective action. Level of repair (black box replacement, circuit card replacement, etc.) and training shall be identified on the certification. Certification shall also state that repair of manufacturer's equipment at the level authorized on the certification will not breach any warranty still in effect related to the product. Where the Contractor's maintenance technician does not have certification for maintenance from the equipment manufacturer and the warranty is voided by his maintenance activity, the Contractor will be responsible for the cost to furnish and install any equipment with voided warranties. The Contractor shall provide copies of all required certifications to CFX prior to NTP or as stated in the contract documents.
- The Contractor's maintenance technician shall be trained in the use of appropriate test equipment, trouble shooting and diagnostic procedures and appropriate techniques in disconnecting power and signal connectors related to failed electronics replacement. The technician shall re-install electronics; appropriately interconnecting connectors, replacing any strain relief devices disconnected and shall use manufacturer's recommended procedures in restarting electronics. Where any cable labels/tags have been damaged, the technician shall replace the cable identification. The Contractor's technician shall leave the repair area neat with cables properly arranged in an organized manner using available cable management.
- The Contractor's maintenance technician shall follow all rules of safety as related to humans and equipment safety. Where any grounding problem is detected, the technician shall immediately notify CFX and execute corrective action upon CFX

direction and approval. Detection of grounding problems includes visible indication as well as indication that there are voltage differences between chassis/front panels/equipment cases causing a potential safety hazard to personnel and equipment. National Electric Code requires all chassis/cases/front panels/racks/cabinets be a common ground potential.

- Where the Contractor's technician detects over-temperature conditions for equipment's environmental specifications within an equipment area and has verified that all equipment unit cooling provisions are properly functioning, the Contractor shall notify CFX of the environmental compatibility problem.
- The Contractor shall provide close coordination with CFX related to any preventive or corrective maintenance that may impede operation of the system.
- The Contractor shall coordinate with any other contractor responsible for other elements of the System, such as the ITS Maintenance Contractor (who is responsible for the ITS Device Electronic Components, Layer 2 Gigabit Ethernet Field Switches, and other communications network elements) and toll operations.
- Disposition of materials no longer capable of being repaired: The Contractor shall dispose of all materials removed from the system that are no longer considered to be repairable. The Contractor shall document the reason that the material is considered to be un-repairable and follow CFX procedures for disposal.

8.2 Technician Qualifications

8.2.1 Outside Plant Fiber Technician

Prior to beginning any formal testing using an Optical Time Domain Reflectometer (OTDR), the Contractor shall certify that each technician has received complete training in the proper use of the OTDR by a factory representative from the OTDR manufacturer. In addition, all OTDR shall have had a factory calibration within one year of testing. The OTDR settings used shall be consistent between different test personnel and shall be optimized to the test being performed. For example, the vertical scale and distance range settings on the OTDR shall be set such that the trace fills most of the window. The Contractor shall submit the names of the trainees, dates trained, and the name(s) and contact number for the instructor(s) within 15 days of Notice to Proceed and annually thereafter.

8.2.2 Inside Plant Switch Technician

Troubleshooting of the FON Inside Plant equipment is essential to perform this Scope of Services. As such, the Contractor shall staff, or have available as a subcontractor, a minimum of one (1) certified Extreme Certified Specialist (ECS) by Notice to Proceed. In addition, all essential network technicians shall possess a minimum of an ENA certification prior to logging into any Extreme Networks switches. A minimum of one (1) Sr. Network Technician shall possess an Extreme Certified Network Associate (ECNA) certification within six (6) months after NTP is issued. The Contractor shall submit the names and ENA / ENS certification numbers of all Extreme Networks trained staff to CFX.

8.3 Security Requirements & Access to CFX Facilities

8.3.1 Security

- The Contractor shall comply with the requirements of CFX's Contractor Security Policy attached as Appendix F. CFX reserves the right to update the Security Policy at its discretion, and the latest version of the policy will be in effect throughout the term of this contract.
- The Contractor shall perform a background check on all maintenance staff that will access CFX facilities or the CFX network equipment to assure that they have no criminal background. Documentation shall be provided prior to Notice to Proceed, upon hiring of any new staff, and at annual recertification cycles. Compensation for annual re-certifications will be incidental to the Project Administration pay item.
- The Contractor is responsible for monitoring all employees' security status and shall provide immediate notification of any status change to CFX.
- The Contractor shall also provide CFX with a list of employees who will require access to any CFX facilities and update the list immediately upon any change.
- The Contractor's maintenance staff shall wear clearly visible photo identification badges (format and content approved by CFX) so as to be easily identified by CFX's staff.
- The Contractor shall immediately notify CFX when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the FON posed by Contractor personnel or the actions thereof. The Contractor shall assist CFX in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the FON directly attributed to Contractor personnel.

8.3.2 Access Control

- The Contractor shall provide advance notice to CFX when access is needed to any facility as well as the names of the Contractor personnel requiring access.
- CFX will provide appropriate access and specific authorization for Contractor personnel to System resources and CFX facilities required to fulfill the terms of the Contract. CFX will issue the access control items (i.e., identification badges, passwords, keys, etc.) as necessary to facilitate the required access/authorization privileges and are subject to CFX's Security Policy. These access control items shall be safeguarded against loss, alteration, duplication or destruction, and unauthorized use or disclosure thereof while in the custody of the Contractor personnel. In order to effectively manage access control, the Contractor shall provide essential dedicated staff for the project.
- The access control items shall remain CFX property at all times and must be returned to CFX when requested, or when Contractor personnel no longer have a specific contractual need. CFX may modify or revoke any or all access/authorization privileges granted to Contractor personnel when it is deemed necessary to satisfy a current or future operational need or to protect CFX or its assets. CFX will provide escorted access for Contractor personnel as necessary.

- The Contractor's shall take actions necessary to assure that its maintenance technicians re-lock any hard-keyed locks after conducting maintenance activities.

8.3.3 FDOT RTMC Security Procedures

The Contractor will be required to follow the Florida Department of Transportation (FDOT) security clearance procedures in order to access FDOT's Regional Traffic Management Center. Security clearance must be obtained before any access will be granted.

For all employees requiring RTMC access, the Contractor must submit the required information for a background check to be conducted by the Florida Highway Patrol (FHP) and the State of Florida Joint Task Force for Law Enforcement Communications State Law Enforcement Radio System (SLERS). All employees shall have fingerprints scanned electronically for background checks. The procedure for electronic fingerprinting scans and the associated forms required for each employee is included in Appendix F. Any employee can be denied access due to the following Security Clearance Denial Reasons:

1. The applicant has been convicted of a felony offense.
2. The applicant is currently on probation for any offense or has charges pending (felony or misdemeanor).
3. The applicant has been convicted of a misdemeanor offense involving any type of theft, violence or drug offenses within the past three years.
4. The applicant's driver license is currently suspended or revoked for any reason.
5. The applicant has been convicted of a crime involving domestic violence or threats.
6. The applicant has been arrested for any charge involving resisting arrest, battery or assault on a law enforcement officer.
7. The applicant is wanted for any criminal offense.
8. The applicant is illegally residing in or is not approved to work in the United States.
9. The identification of adverse intelligence information of the applicant.
10. At the discretion of the Security Manager based on any other adverse information regarding the applicant.

The security process for each employee requiring access is summarized as follows:

1. The employee shall establish an appointment for electronic fingerprinting via OASIS (Online Appointment Service and Information System). It is important to follow the steps outlined in Appendix F in order to establish the appointment in the correct category and to avoid additional fees.
2. Prior to the appointment, the employee shall fill out all of the background documentation forms included in Appendix F. Note that some forms will need to be notarized.
3. The employee shall bring all completed background check forms to the electronic fingerprinting appointment.
4. After the appointment, all completed background check forms shall be provided to FDOT's Security Clearance manager. FDOT's Security Clearance manager will

forward all documentation to FHP in Tallahassee for approval. If approved, FHP will notify FDOT's Security Clearance Manager.

A periodic check of employee's security status may be conducted by FHP and FDOT at their sole discretion. Any costs associated with the FDOT security check is considered incidental to the Project Administration pay item.

9.0 CFX Responsibilities

CFX's Manager of Traffic Operations, or designated representative, will administer the terms and conditions of the Contract.

CFX will familiarize the Contractor with its facilities and provide available "As-Built" or construction documentation.

CFX will provide Network Monitoring Services for the FON.

The Contractor shall be responsible for working with any other maintenance contractor to isolate the cause of FON problems and to take corrective action. Specific isolation of the problem will be the responsibility of the Contractor.

CFX will provide the Contractor with all available information concerning warranties in force for various products. When a product under a manufacturer repair agreement fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify CFX in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

10.0 Compensation

Compensation to the Contractor will be in accordance with the Method of Compensation.

11.0 Duration of Agreement and Renewal Option

The initial term of the Contract shall be for five (5) years with an option to renew for five (5) additional one (1) year periods. The work under this Contract shall commence upon written notice from CFX's Manager of Traffic Operations. The option to renew may be exercised at the discretion and election of CFX, upon which CFX would provide written notice of its exercise to the Contractor. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that CFX agrees to revisions proposed by the Contractor, such revisions will be

incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

12.0 Additional Services

Additional services may be assigned to the Contractor through a Supplemental Agreement in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work

The Contractor may be requested to provide services for the installation of new OSP, which may include conduit, fiber optic cable, manholes, tone wires, pull boxes and route markers according to an engineered design plan. If authorized, these services will be provided via a Supplemental Agreement to the contract in accordance with the rates established in the Method of Compensation. All cable fusion splicing, cable management, and other outside plant activities shall be performed in accordance with the current requirements and practices of the latest version of each of the following:

- CFX Specifications
- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards.
- Applicable Bicsi Standards
- Corning recommended practices
- Manual of Uniform Traffic Control Devices (MUTCD).
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations.

APPENDIX A

CFX FON FACILITIES

No	Type	Roadway	Location	Black Diamond 8810	Black Diamond 8806	Summit X460-24t	Summit X460-24X	Summit X460-48t
	Mainline	SR408	Hiawassee Data Center	1	1			1
	Mainline	SR408	Hiawassee Rd Mainline			1	1	
	Mainline	SR408	Pine Hills Mainline			1	1	
	Mainline	SR408	Conway WB Mainline			1	1	
	Mainline	SR408	Conway EB Mainline			1	1	
	Mainline	SR408	Headquarters	1	1			2
	Mainline	SR408	Dean Road Mainline			1	1	
	Mainline	SR429	Forest Lake Mainline			1	1	
	Mainline	SR429	Independence Mainline			1	1	
	Mainline	SR429	Ponkan Mainline			1	1	
	Mainline	SR429	Mt. Plymouth Mainline			1	1	
	Mainline	SR453	Coronado Mainline			1	1	
	Mainline	SR414	Coral Hills Mainline			1	1	
	Mainline	SR417	University Mainline			1	1	
	Mainline	SR417	Curry Ford Mainline			1	1	
	Mainline	SR417	Boggy Creek Mainline			1	1	
	Mainline	SR417	John Young Mainline			1	1	
	Mainline	SR417	Dallas Mainline			1	1	
	Mainline	SR528	Airport Mainline			1	1	
	Mainline	SR528	Beachline Mainline			1	1	
	Mainline	SR436	FDOT D5 RTMC			1		
	Mainline	SR538	Marigold Mainline			1		
	Mainline	SR538	KOA Mainline			1		
	Ramp	SR408	Good Homes Rd WB On			1		
	Ramp	SR408	Good Homes Rd EB Off			1		
	Ramp	SR408	Hiawassee Rd WB Off			1		
	Ramp	SR408	Hiawassee Rd EB On			1		
	Ramp	SR408	John Young Pkwy WB Off			1		
	Ramp	SR408	John Young Pkwy EB On			1		
	Ramp	SR408	Old Winter Garden EB On			1		
	Ramp	SR408	Old Winter Garden WB Off			1		
	Ramp	SR408	Orange Blossom Trail WB Off			1		
	Ramp	SR408	Orange Blossom Trail EB On			1		
	Ramp	SR408	Mills Ave EB Off			1		
	Ramp	SR408	Bumby WB On			1		
	Ramp	SR408	Bumby EB Off			1		
	Ramp	SR408	Conway WB On			1		
	Ramp	SR408	Conway EB Off			1		
	Ramp	SR408	Semoran WB Off			1		
	Ramp	SR408	Semoran EB Off			1		
	Ramp	SR408	Semoran EB On			1		
	Ramp	SR408	Dean Road WB On			1		
	Ramp	SR408	Dean Road EB Off			1		
	Ramp	SR408	Rouse Road WB Off			1		
	Ramp	SR408	Rouse Road EB On			1		
	Ramp	SR429	West Road SB On			1		
	Ramp	SR429	West Road NB Off			1		
	Ramp	SR429	SR438 SB On			1		
	Ramp	SR429	SR438 NB Off			1		
	Ramp	SR429	CR535 SB Off			1		
	Ramp	SR429	CR535 NB On			1		
	Ramp	SR429	Independence SB On			1		
	Ramp	SR429	Independence NB Off			1		
	Ramp	SR429	Schofield SB Off			1		
	Ramp	SR429	Schofield NB Off			1		
	Ramp	SR414	CR437 SB Off			1		
	Ramp	SR414	CR437 NB Off			1		
	Ramp	SR414	Keene Rd EB On			1		
	Ramp	SR414	Keene Rd WB On			1		
	Ramp	SR414	Hiawassee WB Off			1		
	Ramp	SR414	Hiawassee EB Off			1		
	Ramp	SR417	University Blvd SB Off			1		
	Ramp	SR417	University Blvd NB On			1		
	Ramp	SR417	East Colonial SB On			1		
	Ramp	SR417	East Colonial NB Off			1		
	Ramp	SR417	Curry Ford SB Off			1		
	Ramp	SR417	Curry Ford NB On			1		
	Ramp	SR417	Lee Vista SB On			1		
	Ramp	SR417	Lee Vista NB Off			1		
	Ramp	SR417	Narcoossee Rd SB Off			1		
	Ramp	SR417	Narcoossee Rd NB On			1		
	Ramp	SR417	Lake Nona SB Off			1		
	Ramp	SR417	Lake Nona NB On			1		
	Ramp	SR417	Boggy Creek SB Off			1		
	Ramp	SR417	Boggy Creek OIA SB Off			1		
	Ramp	SR417	Boggy Creek NB On			1		
	Ramp	SR417	Landstar Blvd SB On			1		
	Ramp	SR417	Landstar Blvd NB Off			1		
	Ramp	SR417	Orange Blossom Trail SB Off			1		
	Ramp	SR417	Orange Blossom Trail NB On			1		
	Ramp	SR417	John Young Pkwy SB Off			1		
	Ramp	SR417	John Young Pkwy NB On			1		
	Ramp	SR417	Innovation NB On			1		
	Ramp	SR417	Innovation SB Off			1		
	Ramp	SR417	Moss Park Road SB Off			1		
	Ramp	SR417	Moss Park Road NB On			1		
	Ramp	SR528	Dallas Blvd WB On			1		
	Ramp	SR528	Dallas Blvd EB Off			1		
	Ramp	SR528	Conway WB Off			1		
	Ramp	SR528	McCoy WB Off			1		
	Ramp	SR528	McCoy RB WB On			1		
	Ramp	SR528	Jelport RB EB Off			1		
	Ramp	SR528	Jelport EB On			1		
	Ramp	SR528	Tradeport EB On			1		
	Ramp	SR528	Innovation Way WB Off			1		
	Ramp	SR528	Innovation Way EB On			1		
	Ramp	SR528	Goldenrod Rd NB Off			1		

APPENDIX B
SECTION 633
FIBER OPTIC CABLE

633-1 DESCRIPTION

The Contractor shall provide Corning® 12 count Single-Mode Altos® stranded loose tube fiber optic cable (PN: 012ZU4- T4F22D20), Corning® 24 count Single-Mode Altos® stranded loose tube fiber optic cable (PN: 024ZU4- T4F22D20) or Corning® 72 count Single-Mode Altos® stranded loose tube fiber optic cable (PN: 072ZU4- T4F22D20) in accordance with the Plans. The fiber optic cable's jacket or sheath shall be labeled with the manufacturer's name, the words "CFX 12 SM", "CFX 24 SM" or "CFX 72 SM" accordingly, date of manufacture, type of cable, fiber count and sequential measurement markings every 2 feet.

Corning splice closures with splice tray SCF-6C22-01 (72 count) or SCF-6C28-01 (144 count) shall be used at all locations as noted per plans. Corning splice trays PN: SCF-ST-099 for 72 splice closures or PN: SCF-ST-112 for 144 to 288 splice closures shall be used. The Contractor shall be required to furnish all accessories associated with the splice closures. All fibers shall be terminated into their respective fiber optic patch panel and port as indicated in the plans. Corning Loose Tube Furcation Kits shall be used to protect the drop cables from the environment in the cabinets. All accessories shall be manufactured by Corning.

Corning 12 count fiber optic cables shall consist of one (1) blue buffer tube containing twelve (12) fibers, all outside plant fiber optic cables shall be manufactured with twelve (12) fibers per buffer tube. The fibers shall be colored as stated: blue, orange, green, brown, slate, white, red, black, yellow, violet, rose and aqua. The number of buffer tubes varies depending on the total number of fibers present in the cable.

633-1.1 Aboveground Materials

633-1.1.1 Cable Support Wire: Provide utilities grade zinc-coated support wire meeting the requirements of ASTM A475, whether separate or integral to signal cable; having a minimum nominal diameter of ¼ inches.

633-1.1.2 Cable Attachment Hardware: Ensure that all bolts and nuts less than 5/8 inches in diameter are passivated stainless steel, Type 316 or Type 304 and meet the requirements of ASTM F593 and ASTM F594 for corrosion resistance. Ensure that all bolts and nuts 5/8 inch hardware with sufficient tensile strength for the application. Use stainless steel lashing wire, galvanized or stainless steel lashing rod, cable rings or self-locking cable ties of UV stabilized black plastic having a minimum tensile strength of 100 pounds.

633-2 CONSTRUCTION DETAILS

The Contractor shall install the Fiber Optic Cable and Optical Fiber Splice Closures at locations indicated in the Plans. For locations with existing Optical Fiber Splice Closures, the Contractor shall re-enter the Splice Closures to perform fiber splicing. For locations where splice closures

are existing and are to be replaced, the cost for removing the existing splice closure shall be included in the installation pay item. Only fusion type splices shall be permitted. The splices shall be protected using heat shrinks, Corning PN 2806031-01 or CFX approved equivalent, and stored in a Corning 12-position splice organizer/tray specifically designed for the protection of the device.

In locations where new patch panels are being installed in the toll plazas, the Contractor shall be required to note the buffer and fiber color for all existing connections and corresponding spares that are not being transferred to the Gigabit Ethernet Distribution fibers. At no time shall the Contractor use a fiber optic patch cord as a "pigtail". Once the new patch panels have been installed and the existing connections terminated in their respective ports, the Contractor shall reconnect the associated equipment and confirm that the equipment is functioning correctly. In addition, the Contractor shall label every fiber patch cord, buffer tube, and individual fiber that appears in the patch panel. The new ports shall be noted on the as-builts. This work shall be incidental to the patch panel installation.

All incidental equipment which is necessary to complete the installation, but are not specified herein or on the Plans, shall be provided as necessary to provide a complete and functional installation.

The Contractor shall coordinate the change-over of patch panels in the toll plazas with CFX to ensure that no individual device is down for more than two (2) hours. The Contractor shall further ensure that the existing Ethernet backbone systems are maintained at all times with no loss in connectivity. At no time will both sides of the Ethernet Rings be permitted to be down simultaneously. In order to ensure that the down-time for the equipment is minimal, the Contractor shall anticipate a number of trips to each toll plaza and that the change-over will need to be done incrementally. No additional time or compensation will be provided. A Method of Procedure (MOP) shall be submitted to CFX for review and approval by the CEI prior to beginning any work in the toll plazas. A mandatory pre-splice meeting shall be held with all parties involved to review the MOP and possible restoration procedures when change-over is not successful.

633-3 INSTALLATION DETAILS

633-3.1 Fiber Optic Cable Installation: Install all materials and equipment according to the latest version of the manufacturer's installation procedures. Ensure that all materials and installation practices are in accordance with the applicable OSHA requirements as found in 29 CFR Part 1926, Safety and Health Standards for Construction. In addition, perform the following:

1. Ensure conduit and inner-duct is clean and free from damage prior to installing fiber optic cable.
2. Document the sequential cable length markings at each splice box and pull box wall that the cable passes through, and include the information with the as-built documentation.

Provide all incidental parts needed to complete the installation, but not specified in the Plans, as necessary for a complete and properly operating system.

633-3.1.1 Cable Identification: Develop a nomenclature plan for identification of fiber optic cable. Submit the nomenclature plan to the Engineer for approval. Use approved cable nomenclature to create cable tags for the identification of fiber optic cable. Provide cable tag identification on all test results or fiber related documents submitted to the Engineer. Install cable tags within 1 foot of each splice and/or termination point indicating the cable type, fiber count, and each fiber optic cable origination and termination points. Ensure that the cable tags are permanent labels suitable for outside plant applications and are affixed to all fiber optic cables. Ensure that lettering is in permanent ink and displays the phrase "CFX FIBER OPTIC CABLE".

633-3.1.2 Pulling: Install the fiber optic cable by hand or by using a mechanical pulling machine. If a mechanical pulling machine is used, equip the machine with a monitored or recording tension meter. Ensure that at no time the manufacturer's recommended maximum pulling tension is exceeded. Ensure that the central strength member and aramid yarn are attached directly to the pulling eye during cable pulling. Use pulling attachments, such as "basket grip" or "Chinese finger" type, to ensure that the optical and mechanical characteristics are not degraded during the fiber optic cable installation.

Ensure that excess cable is coiled in a figure eight and fed manually when pulling through pull boxes and splice boxes by hand. If pulleys and sheaves will be used to mechanically pull through pull boxes and splice boxes, submit a drawing of the proposed layout showing that the cable will never be pulled through a radius less than the manufacturer's minimum bend radius. Use large diameter wheels, pulling sheaves, and cable guides to maintain the appropriate bend radius. Provide tension monitoring at all times during the pulling operation. Ensure that cable pulling lubricant used during installation is recommended by the optical fiber cable manufacturer.

633-3.1.3 Blowing: Use either the high airspeed blowing (HASB) method or the piston method. When using the HASB method, ensure that the volume of air passing through the conduit does not exceed 600 cubic feet per minute or the conduit manufacturer's recommended air volume, whichever is more restrictive. When using the piston method, ensure that the volume of air passing through the conduit does not exceed 300 cubic feet per minute or the conduit manufacturer's recommended air volume, whichever is more restrictive.

633-3.1.4 Withdrawing: The Contractor shall withdraw the fiber optic cable by hand. The cable shall be withdrawn systematically between each manhole or pull box along the conduit line to pull the cable back. A pull box or manhole may not be skipped as a pulling point. The Contractor shall lay the cable in a figure eight formation at each manhole or pull box. The contractor shall not leave the cable coiled outside of the conduit system overnight. Prior to performing any work in this section, the contractor shall reference and follow the requirements outlined in CFX specification 603A.

633-3.1.5 Slack Cable Storage: As note in plans.

633-3 TESTING REQUIREMENTS

Prior to beginning any formal testing using an Optical Time Domain Reflectometer (OTDR), the Contractor shall certify that each tester has received complete training in the proper use of the OTDR by a factory representative from the OTDR manufacturer. In addition, all OTDR shall have had a factory calibration within one year of testing. The OTDR settings used shall be consistent between different test personnel and shall be optimized to the test being performed. For example, the vertical scale and distance range settings on the OTDR shall be set such that the trace fills most of the window. The Contractor shall submit the names of the trainees, dates trained, and the name(s) and contact number for the instructor(s).

The Contractor shall test every installed fiber optic cable link using an Optical Time Domain Reflectometer (OTDR). Prior to OTDR testing, the Contractor shall submit to CFX for approval setup parameters, data forms for the tests, and a detailed test procedure that shall be based on the Corning Standard Recommended Procedures. The Contractor shall also submit calculated estimates of the total attenuation loss expected for each completed link based on optical cable loss, connector loss and splice loss for approval. Once calculated and approved, the fiber loss for each fiber link will be the minimal acceptance benchmark for OTDR acceptance testing.

The Contractor shall perform on-the-reel OTDR testing as well as OTDR testing on the installed fiber optic cable. The Contractor shall perform OTDR testing for all fibers within each single mode fiber optic cable at 1310 and 1550nm.

Prior to the installation, the Contractor shall first perform on-site on-the-reel OTDR testing at 1310nm and 1550nm to demonstrate continuity and measure the attenuation. The Contractor shall test all fibers on each reel of cable. On-the-reel testing shall be done in one direction only. The resultant OTDR trace(s) shall reflect overall length and attenuation expressed in dB/km. The results of the on-site tests and the manufacturers on the reel tests that were performed at the factory shall be compared. If the on-site test results are not within $\pm 3.0\%$ of factory data, then the reel shall be rejected. The Contractor shall supply hard copy and disk-based (with applicable software) OTDR traces of the testing to CFX for approval prior to installation of cables.

Prior to withdrawing existing cable for re-installation, the Contractor shall first perform OTDR testing at 1310nm and 1550nm to demonstrate continuity and measure the attenuation. The Contractor shall test all fibers in the cable. The resultant OTDR traces shall reflect overall length and attenuation expressed in dB/km. The Contractor shall supply hard copy and disk based OTDR traces of the testing to CFX. After re-installation of the cable, the contractor shall perform the same OTDR tests on the cable and provide the results to CFX in a hard copy and disk based. CFX representatives will then compare the test results and if the test results are not within $\pm 3.0\%$ of the original tests, then the cable shall be deemed damaged and shall be replaced at the contractor's expense.

The Contractor shall perform bi-directional end-to-end OTDR tests at 1310nm and 1550nm on every fiber of the installed single mode fiber optic cable. A launch cable with a length of at least 500 feet shall be used. The specific make, model, and length of the launch cable will be noted in

the OTDR documentation. Splice losses shall not exceed 0.08 dB at the splice and shall be OTDR tested bi-directionally. Each OTDR event shall not exceed 0.10 dB, measured at 1310nm.

The Contractor shall provide the final and passing result of the tests for all links including those extra fibers, which the Contractor elects to include above those invoiced, in order to meet the requirements in accordance with these Plans and Specifications in the test results documentation.

Final inspection and acceptance of the fiber optic cable shall be made after the completion of the installation, testing and CFX's approval in accordance with the Plans and Specifications.

The Contractor shall furnish data forms containing all of the data taken, as well as quantitative results for all tests. The Contractor shall supply hard copy and disk-based (with applicable viewing software) OTDR traces for CFX approval.

633-4.1 Testing Equipment Certification Requirements

All Optical Time Domain Reflectometers (OTDR) shall have a current notarized certificate of accuracy and calibration including the model type and serial number of the device stated on the certification. Current is defined as not exceeding one (1) year since calibration. If a devices calibration certification has expired, CFX reserves the right to request the device be re-certified and all fibers previously tested by the device in question re-tested at the Contractors own cost. All fusion splicing devices shall be calibrated on a yearly basis. The Contractor shall provide a current notarized certificate of accuracy and calibration including the model type and serial number of the device stated on the certification.

CFX shall not be held liable for any retesting due to equipment not possessing a current notarized certificate of accuracy and calibration.

633-4 MEASUREMENT OF PAYMENT

The Fiber Optic Cable will be measured for payment as linear foot installed, warranted, made fully operational, and tested. Optical Fiber Splice Closures will be included in the payment for Fiber Optic Cable at locations shown in the Plans.

633-5 BASIS OF PAYMENT

The unit price bid for all cable, closures, and equipment shall include the cost for furnishing all labor, materials, tools, equipment, and testing equipment necessary to complete the work. All items of work required by these specifications that do not have a separate pay item number shall be considered incidental to 633-121-X. No additional compensation will be given.

- | | |
|-----------|--|
| 633-121-2 | Fiber Optic Cable (12 SM Fiber) (F&I) (LF) |
| 633-121-3 | Fiber Optic Cable (24 SM Fiber) (F&I) (LF) |
| 633-121-4 | Fiber Optic Cable (72 SM Fiber) (F&I) (LF) |
| 633-121-5 | Fiber Optic Cable (12 SM Fiber) (F&I)(Aboveground Installation) (LF) |
| 633-121-6 | Fiber Optic Cable (Existing) (Withdraw and Relocate) (LF) |

633-141-4 Fiber Optic Splice Enclosure (72 Splice) (F&I) (EA)
633-141-5 Fiber Optic Splice Enclosure (144 Splice) (F&I) (EA)
633-141-6 Fiber Optic Splice Enclosure (288 Splice) (F&I) (EA)
633-141-7 Fiber Optic Fusion Splice (EA)
633-141-8 Existing Fiber Optic Splice Enclosure Re-entry (EA)

Payment will be made as described in the Measurement and Payment specifications for this Contract.

END OF SECTION 633

APPENDIX C
SECTION 635
ITS PULL BOXES

635-1 DESCRIPTION

Under this Section, the Contractor shall furnish and install pull boxes for power and fiber optic cable. The Contractor shall furnish and install large fiber optic pull boxes that can simultaneously accommodate up to 100 feet of fiber optic cable slack - The Contractor shall also furnish and install small fiber optic pull boxes capable of simultaneously housing 50 feet of fiber optic slack.

All fiber cable referenced in this specification shall meet the requirements of Technical Specification Section 633.

635-2 MATERIALS

All Pull and Junction Boxes used for power and fiber optic applications shall be listed on the Florida Department of Transportation's Approved Product List (APL). Ensure that all Pull Boxes and Junction Boxes are marked in accordance with FDOT Section 603 and the markings are visible after installation.

All materials furnished, assembled, fabricated or installed shall be new, corrosion resistant and in strict accordance with all of the details shown in the Plans and described in the Technical Special Provisions.

635-2.1 Specific Requirements

The Contractor shall provide large fiber optic pull boxes where the 12-fiber cable from the ITS Device Location or Cabinets ties into the existing FON backbone duct bank. The Contractor shall provide small fiber optic pull boxes at the base of each ITS Device Location or Cabinets, or as shown on the plans.

635-2.2 Large Fiber Optic Pull Box

Each large fiber optic pull box shall be round with a minimum opening diameter of 36 inches. The bottom of the box shall have a minimum diameter of 43 1/8 inches. The box shall be a minimum of 36 inches tall. The box shall be capable of accommodating 100 feet of slack in each direction of 72 or 144-fiber cable, 50 feet of slack of 24-fiber cable, and 50 feet of slack of 12-fiber cable simultaneously without exceeding the cable's minimum bend radius.

The large fiber optic pull box cover shall have a minimum diameter of 39 inches, and have a recessed label "CFX FIBER" stamped on it. The large fiber optic pull box shall include four (4) galvanized steel "L" shaped brackets and galvanized steel incidental hardware capable of securely hanging slack cable in a wound up organized horizontal manner within the pull box. The cover shall be able to support loading in compliance with requirements of the Florida Department of Transportation's APL. The Contractor shall furnish shop drawings and design load calculations of the large fiber optic pull box for review and approval by CFX.

635-2.3 Small Fiber Optic Pull Box

Each small fiber optic pull box shall be round with a minimum opening diameter of 24 inches. The bottom of the box shall have a minimum diameter of 33 1/4 inches. The box shall be a minimum of 36 inches tall. The box shall be capable of housing 50 feet of slack 12-fiber cable and 50 feet of slack 24-fiber cable simultaneously without exceeding the cable's minimum bend radius.

The small fiber optic pull box cover shall be a minimum of 27 3/8 inches in diameter and be able to support loading in compliance with requirements the Florida Department of Transportation's Specifications, and have a recessed label "CFX FIBER" stamped on it.

The Contractor shall furnish shop drawings and design load calculations of the small fiber optic pull box for review and approval by CFX.

The actual fiber optic cable slack contained within the small pull box at the base of a CCTV camera pole, DCS structure, WWD system and/or DMS sign structure shall be determined using the following method:

635-2.4 Electrical Pull Box

The Electrical Pull Box shall be 13" x 24"x12" and shall meet all requirements of the Minimum Specifications for Traffic Control Signal Devices. The covers shall be stamped "CFX POWER"

635-2.5 Grounding Pull Box

The Grounding Pull Box shall be 13" x 24"x12" and shall meet all requirements of the Minimum Specifications for Traffic Control Signal Devices. The covers shall be stamped "CFX GROUNDING".

635-2.6 Junction Box

The Junction Box shall be a minimum of 16" x 12" x 6" and shall meet all requirements of the Minimum Specifications for Traffic Control Signal Devices.

635-2.7 Concrete Mow Pads

All Small Fiber Optic Pull Boxes, Large Fiber Optic Pull Boxes, and Electrical Pull Boxes installed in unpaved areas shall be protected with CFX-approved concrete mow pads. The concrete mow pads shall conform to the CFX ITS Design Standards to meet the size requirements and protect the pull boxes from mowing blades and other roadside machinery. Cost to furnish and install Concrete Mow Pads shall be incidental to the Pull Box furnish and install pay item. A mow pad thickness of 6" is required per FDOT Index 17500.

635-2.8 Grounding of Pull Boxes

If metallic pull boxes are called for, they shall be grounded according to Section 620A of the CFX Technical Specifications and as shown in the Plans. Pull boxes that do not contain any conductive metal do not need to be grounded.

635-3 PULL BOX INSTALLATION

Install pull boxes in accordance with CFX ITS Design Standards and FDOT Design Standard, Index 17700. Ensure that the pull box cover is flush with the finished grade, sidewalk or concrete apron. Do not install pull boxes in roadways, driveways, parking areas, ditches or public sidewalk curb ramps.

635-4 MEASUREMENT OF PAYMENT

The pull boxes will be measured for payment as the number of complete units furnished and installed including all materials specified herein.

636-4.1 Pay Item No. 635-60 – Pull Box (Remove – All Types) –EA

Payment shall include the complete removal and responsible disposal of one complete pull box assembly. This will include all for all labor, equipment, materials, material handling and incidentals necessary to remove the pull box, cover and any associated racking, duct plugs and grouting as specified, including dewatering, shoring, backfilling, compaction tamping and restoration to match surrounding area. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

635-5 BASIS OF PAYMENT

The unit price bid for the large and small fiber optic pull boxes shall include the cost of furnishing all labor, materials, tools and equipment necessary to complete the work.

Payment for all documentation and testing specified herein shall be included under the following items:

635-1-11	Pull Box (F&I) EA
635-1-12	Small Fiber Optic Pull Box, 24" Dia, (F&I) EA
635-1-13	Large Fiber Optic Pull Box, 36" Dia, (F&I) EA
636-1-14	Junction Box (Surface Mounted) (F&I) EA
635-1-30	Pull Box (Adjust – All Types) EA
635-1-60	Pull Box (Remove – All Types) EA

Progress payments will be made as described in the Measurement and Payment section for this Contract.

END OF SECTION 635

APPENDIX D
SECTION 636
FIBER OPTIC MANHOLES

636-1 GENERAL

This Section establishes the general requirements for the construction of utility manholes for underground communication conduit systems.

636-1.1 Description

The work includes the complete manhole installations, cast iron ring and cover, conduit opening sealing devices, cable racks and electrical bonding and grounding system.

636-1.2 Related Work

Related work specified elsewhere:

- Communications Conduit System: Section 638

636-2 PRODUCTS

636-2.1 Acceptable Manufacturer: All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by CFX.

636-2.2 Standards: The material used by and workmanship completed by Contractor shall be in accordance with best industry standards. All material, equipment and supplies used shall comply with the latest applicable standards and regulations of the following:

- American Association of State Highway and Transportation Officials (AASHTO),
- Florida Department of Transportation (FDOT),
- American Society of Testing and Materials (ASTM),
- Bellcore Technical Requirements and Technical Advisors,
- Electronics Industries Association,
- International Standards Organization (ISO),
- Underwriters Laboratories, Inc. (UL),
- National Board of Fire Underwriters,
- National Fire Protection Association (NFPA),
- National Electrical Manufacturers Association (NEMA),
- American National Standards Institute (ANSI),
- Any requirements as they apply to the State of Florida.
- Any requirements as they apply to Orange County Florida.

All materials, fixtures, equipment, appliances, accessories and components that are not in accordance with the specific standards and requirements shall require approval by the CEI.

636-2.3 Material and Fabrications

636-2.3.1 Precast Vault with Round Opening

636-2.3.1.1 Submittals: The Contractor shall submit Precast Concrete manhole and cast iron ring cover cut sheets and certifications for engineer's review and approval.

636-2.3.1.2 Manhole Configuration: Provide precast manhole configuration(s) as shown on the Plans. The orientation of the manhole in the field shall be coordinated on the regular construction drawings. The manhole walls with the conduit penetrations shall be referred to as the “ends” of the manhole. The manhole “sides” shall be the walls without penetrations, upon which the cable racks are mounted.

636-2.3.1.3 Manhole Vault Structure

636-2.3.1.3.1 Minimum wall, floor and roof dimensions: Walls, floor and roof shall be at least 6 inches thick on all types of precast manholes specified herein.

636-2.3.1.3.2 Minimum inside dimensions: The Contractor shall provide manholes of the following dimensions as shown on the Plans:

- 4 feet Width x 4 feet Length x 4 feet Height
- 4 feet Width x 6.5 feet Length x 6.5 feet Height.

636-2.3.1.3.3 Concrete Neck Extension: When required the contractor shall provide a concrete neck extension meeting the following requirements.

- The cover recess shall be the same depth and diameter as the existing manhole frame.
- The amount of raise shall not exceed 18 inches.
- The amount of raise shall coincide with the existing finished grade.
- The concrete neck extension rings shall be rated “heavy-duty”.

636-2.3.1.4 Loading and strength requirements:

636-2.3.1.4.1 Comply with requirements of The American Association of State Highway Officials (AASHTO), Latest Edition, HS-20-44, Standard Specification of Highway Bridges and AASHTO HL93 Load requirements

636-2.3.1.4.2 Manholes shall be designed to sustain all expected loads and stresses, which may be imposed upon the structures required by AASHTO and FDOT.

636-2.3.1.4.3 Concrete strength: Minimum compressive strength of a sample test cylinder shall be 5500 PSI at 28 days. The target slump of the mix shall be three inches.

636-2.3.1.5 Penetrations and Openings

636-2.3.1.5.1 Conduit openings of sizes shown on the Plans shall be approved by CEI, and shall be furnished by the precaster.

636-2.3.1.5.2 As required in the contract documents, a nine-way duct plug shall be installed to accommodate all one inch conduits entering or leaving the manhole(s). The area of penetration is shown on sheet D2 through D of the CFX Design Standards or as shown in the plans. The contractor shall furnish and install the duct organizer(s) ETCO Specialty Products part #SZ-595-9131L (nine-way duct organizer) & #SZ-395-4131 (four-way duct organizer) as

incidental to the man hole pay item.

636-2.3.1.5.3 All unused wall openings shall be equipped with compression-type snug-plugs or precast terminators.

636-2.3.1.5.4 All penetrations of the manhole shall be grout sealed to the satisfaction of the CEI. A "non-shrink" grout listed on the Florida Department of Transportation Approved Product List (Specification 934, Non-Shrink Grout) shall be used.

636-2.3.1.6 The manhole shall be constructed with a standard 12" x 12" x 2" sump in the floor, as shown on the Plans, to facilitate drainage of any invasive water.

636-2.3.1.7 Concrete Finish: Completed manhole units shall be free of honeycomb, crevices, cracks and irregularities that may cause a decrease in ultimate strength or deterioration (short or long term) of the structure. All minor irregularities shall be patched. Voids or crevices deeper than ½ inch shall be patched using a mortar patch with an approved bonding agent.

636-2.3.1.8 Cast Iron Cover, Cover Bolts and Frame: The cast iron cover shall be dimensioned as shown on the Plans. All material shall conform to ASTM-A48 Class 35B gray cast iron. The letters "CFX FIBER" shall be stamped on the top of the cover. Each cover shall have two (2) non-penetrating pickup slots for removing. The cover shall be lockable with 3 bolts. The access hole shall be 30 inches in diameter. All bolts shall be ½ inch head, 2 ½ inch deep stainless steel tamper-resistant penta-bolts. The contractor shall supply one penta-bolt removal wrench and universal penta-bolt socket to CFX at final acceptance.

636-2.3.1.9 Cable Racks

636-2.3.1.9.1 Cable Racks: Manholes shall be equipped with cable racks shown in the Plans (Inwesco, Inc. Cat. No. 10A09 with Inwesco, Inc. Cat. No. 10A36 hooks or approved equal) as supplied by manhole manufacturer, and as approved by CEI.

636-2.3.1.9.2 Cable Rack Inserts: The Contractor shall provide galvanized anchors, sized to accommodate ½ inch x 2-1/2 inch galvanized machine bolts, cast into the two sidewalls as shown on the Plans. Precast manufacturer shall furnish galvanized machine bolts, as specified, and screw them securely into all inserts.

636-2.3.1.10 Pulling-In Irons: The Contractor shall provide "Irons" of the 9-inch type, 1/2-inch diameter hot dipped galvanized or carbon steel units, and install two in each manhole in the locations and positions shown on the Plans. The Contractor shall install the irons so as to provide a minimum clear 3-inch opening of the eye (this is the minimum distance measured from the inside of the bend in the iron to the concrete surface of the manhole).

636-2.3.1.11 Access Ladder: The manholes shall be equipped with an access ladder that shall reach the base of the manhole. The ladder shall be Series I-3600 as manufactured by

Inwesco, Inc., or CFX approved equivalent.

636-2.3.1.12 Bonding and Grounding System: The Contractor shall provide and install a grounding system consisting at a minimum of one 20 foot long copper-clad 5/8 inch ground rod, exothermic welds, 15 feet of #6 AWG ground wire connecting the ground rod, access ladder and the manhole racks. More than one grounding rod and/or longer grounding rod(s) may be necessary to achieve the performance requirements specified in section 636-4.1 or as called for in the Plans.

636-3 EXECUTION

636-3.1 Installation

636-3.1.1 Construction Standards and Compliance

All fiber optic manholes shall be constructed in accordance with the latest version of the FDOT Utilities Accommodation Manual. Such methods, specifications and instructions are intended as minimum specifications since each installation will be influenced by local project conditions. Any changes to these methods, specifications and instructions shall be submitted to the CEI for approval prior to their implementation. CFX retains the right to approve or disapprove any changes at its sole discretion. Before beginning any construction, all personnel shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations and County safety practices and policies.

636-3.1.2 Construction Location and Orientation

The fiber optic manholes shall be constructed parallel to the roadway and on each side of the roadway as indicated on the plans. The manhole shall be oriented such that the manhole "sides," as previously defined herein, are aligned parallel to the roadway alignment. The side closest to the 6-inch HDPE conduit sleeves opening for the backbone conduits shall be located closest to the travel lane.

636-3.1.3 Multiple Conduit Configurations

Manhole installation techniques shall prevent any twisting or other non-linear configuration of the conduit when installed. All conduit entering manhole shall extend a minimum of 12 inches from the manhole wall for easy identification.

636-3.1.4 Excavation and Backfilling

All excavation, trenching and backfilling operations shall be completed in accordance with the Specifications, the FDOT Utilities Accommodation Manual, the Occupational Safety and Hazard Act (OSHA) regulations and CFX safety practices and policies. Excavation, trenching and backfilling operations shall be performed in a manner that does not damage the surrounding conduits.

636-3.1.4.1 Minimum Cover: The minimum depth of cover shall be so as to provide a minimum of 36 inches cover over top of the conduits entering the manhole. The manhole shall be placed with the cover flush with the finish grade or paved shoulder.

636-3.1.4.2 Neck Extension: The distance between the top of manhole to the grade shall be 18 inches or less.

636-3.1.5 Bonding and Grounding System

The bonding and grounding system shall be constructed as specified in the Specifications. All connections between bare copper grounding wire and ground rod shall be an exothermic weld per manufacturer recommendations.

636-3.1.6 Accommodations for Tone Wire for Location of Underground Conduits

The Contractor shall provide and install a tone wire inside the black with red stripe conduit to provide for future locating. The tone wire shall run continuously through or be spliced inside the manholes as indicated in the Plans. There shall be 20 feet of slack neatly coiled inside the manhole.

636-3.1.7 Fiber Optic Cable Slack Requirements

The actual fiber optic cable slack contained within the manhole shall be determined using the following method:

- A manhole that provides access to the 72-fiber backbone cable shall contain 200 feet of slack for each 72-fiber cable installed. If splicing is occurring within the manhole 100 LF of slack shall be placed on each side of the enclosure for a total of 200 LF of 72-fiber backbone slack.
- A manhole that provides access to a 24-fiber cable shall contain 100 feet of slack for each 24-fiber cable on each side of a splice for a total of 200 feet of slack for each 24-fiber cable installed. If no splice is present, 100 feet of slack 24-fiber cable shall be provided for each 24-fiber cable installed.
- A manhole that provides access to a 12-fiber cable shall contain 50 feet of slack for each 12-fiber cable on each side of a splice for a total of 100 feet of slack for each 12-fiber cable installed. If no splice is present, 50 feet of slack 12-fiber cable shall be provided for each 12-fiber cable installed.

A manhole containing more than one type of cable shall simultaneously meet the slack criteria detailed above for each type of cable installed.

636-4 TESTING REQUIREMENTS

636-4.1 Bonding and Grounding System

The Contractor shall test the grounding system to demonstrate satisfactory compliance with the Plans and Specifications.

636-5 MEASUREMENT OF PAYMENT

636-5.1 Pay Item No. 636-11 - 4 x 4 x 4 Concrete Manhole (F&I)—EA

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install a manhole, frame, cover and any associated racking, steps, ladder hardware and grouting as specified, including dewatering, shoring, backfilling, compaction tamping and restoration. This pay item

shall include the placement of an appropriate length of copper clad 5/8 inch ground rod, exothermic welds, 15 feet of #6 AWG ground wire connecting the ground rod and the manhole racks. This pay item shall include stub-outs when manhole is located in the paved shoulder. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

636-5.2 Pay Item No. 636-12 – 4 x 6.5 x 6.5 Concrete Manhole (F&I) –EA

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install a manhole, frame, cover and any associated racking, steps, ladder hardware and grouting as specified, including dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of an appropriate length of copper clad 5/8 inch ground rod, exothermic welds, 15 feet of #6 AWG ground wire connecting the ground rod and the manhole racks. This pay item shall include stub-outs when manhole is located in the paved shoulder. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

636-5.3 Pay Item No. 636-13 – 4 x 6.5 x 6.5 Concrete Manhole (Doghouse) (F&I)–EA

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install a manhole, frame, cover and any associated racking, steps, duct plugs, ladder hardware and grouting as specified, including dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of an appropriate length of copper clad 5/8-inch ground rod, exothermic welds, 15 feet of #6 AWG ground wire connecting the ground rod and the manhole racks. This pay item shall include stub-outs when manhole is located in the paved shoulder. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

636-5.4 Pay Item No. 636-40 - Concrete Manhole (Adjust) –EA

Payment shall include the adjustment of one complete manhole assembly. This will include all labor, equipment, materials, material handling and incidentals necessary to extend the neck of the manhole. The extension of the neck may not exceed 18" in height from original elevation. This pay item shall include any restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

636-5.5 Pay Item No. 636-60 - Concrete Manhole (Remove) –EA

Payment shall include the complete removal and responsible disposal of one complete manhole assembly. This will include all for all labor, equipment, materials, material handling and incidentals necessary to remove the manhole, frame, cover and any associated racking, steps, duct plugs, ladder hardware and grouting as specified, including dewatering, shoring, backfilling, compaction tamping and restoration to match surrounding area. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

END OF SECTION 636

APPENDIX E
SECTION 638
ITS COMMUNICATIONS AND POWER CONDUIT SYSTEMS

638-1 GENERAL

This Section establishes the general requirements for the construction of underground communication and power conduit systems.

638-1.1 Description

The work includes direct buried unsheathed bundles of high-density polyethylene (HDPE) for communication conduits. The power conduit system runs shall consist of two (2) direct buried unsheathed two-inch grey high-density polyethylene (HDPE) conduits and completed with polyvinyl chloride (PVC) at the power termination point with a 90-degree sweep into the power pull box. All connections between conduits of different materials, e.g.; HDPE and PVC, PVC and RGS shall be completed by CFX approved conduit couplers prior to construction. Hot dipped rigid galvanized steel (RGS) shall be used in electrical above ground applications. Above ground shall be defined as at and above the line of grade, see CFX ITS Design Standards, Section J. Work shall also include sections of HDPE conduit bundles encased with PVC, HDPE, bullet-resistive fiberglass, rigid steel pipe, or cast-in-place concrete for extra mechanical protection as required in the plans. Encasement may be required for extra mechanical protection at locations such as bridge crossings, drainage structure crossings, and other locations where the communications conduit require protection from potential damage from exposure to the elements, vandalism, collision or dig-ups. The work also includes the provision of grey color HDPE SDR 11 outer duct for future installation of HDPE conduit.

The main backbone communications conduit system shall include a minimum of nine, 1-inch HDPE conduits placed generally along both sides of the roadway mainline under the outside paved shoulder. The backbone conduit system generally will NOT be placed on the median side of the roadway. The ninth conduit shall be a black w/red stripe 1-inch HDPE conduit and be placed on top of the eight 1-inch fiber optic HDPE conduits to house the LMS tone wire in all locations. This tone wire will be used to locate the installed optical cable after construction is complete.

Lateral communications conduit systems consisting of a minimum of four, 1-inch HDPE conduits shall be placed at intervals along the backbone to connect the main backbone conduit system to the mainline toll plaza facilities and ramp toll plaza facilities.

Drop communications conduit systems shall consist of a minimum of three 1-inch HDPE conduits, which includes a HDPE conduit for the tone wire that is black with a red stripe.

All conduits shall be placed in accordance with these Plans and Specifications.

638-2 PRODUCTS

638-2.1 *Acceptable Manufacturers*

All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by CFX.

638-2.2 *Standards*

The material used by and workmanship completed by Contractor shall be in accordance with best industry standards. All material, equipment and supplies used shall comply with the latest applicable standards and regulations of the following:

- Underwriters Laboratories, Inc. (UL),
- National Board of Fire Underwriters,
- National Fire Protection Association (NFPA),
- National Electrical Manufacturers Association (NEMA),
- American National Standards Institute (ANSI),
- American Society of Testing & Materials (ASTM),
- Institute of Electrical and Electronics Engineers (IEEE) and
- Any requirements as they apply to the State of Florida.

All materials, fixtures, equipment, appliances, accessories and components that are not in accordance with the specific standards and requirements shall require approval by CFX.

638-2.3 *Conduit Dimensions*

The conduit dimensions used here shall represent the nominal trade sizes. The inside diameter shall be no less than the conduit dimension specified.

638-2.4 *Useful Life*

All products used for the communications conduit system shall be designed, manufactured and installed to facilitate a minimum useful life of 20 years.

638-2.5 *Governing Specifications*

If multiple requirements or standards are specified for any single item or component of the communication conduit system, the more stringent requirement or standard shall govern.

638-2.6 *Material and Fabrications*

638-2.6.1 *High-Density Polyethylene (HDPE) Conduit and Appurtenances*

638-2.6.1.1 *Conduit*

The Contractor shall provide High-Density Polyethylene (HDPE) conduit where the Plans specify. For communications, the Contractor shall provide nominal 1-inch, HDPE SDR 11 conduit manufactured in accordance with ASTM specification F2160, which shall have smooth walls inside and outside. For underground power and composite cable applications (installed separately), the Contractor shall provide nominal 2-inch, HDPE SDR 11 conduit, grey in color manufactured in accordance with ASTM specification F2160, which shall have smooth walls inside and outside. In order to conform to ASTM F2160, the conduit shall meet the following ASTM D3350 Cell Classification:

Allowable ASTM D3350 Cell Classification Values

	#	#	#	#	#	#	X
	↑	↑	↑	↑	↑	↑	↑
Allowed	3	2	4	4	3	0	E
values	4	3	5	5	4	1	
		4			7	2	
						3	
						4	
Property	Density	Melt Index	Flexural Modulus	Tensile Strength	Slow Crack Growth Resistance	Hydrostatic Strength Classification	Color and UV Resistance
ASTM Test Method	D1505, D792, or D4883	D1238	D790	D638	D1693 or F1473	D2837	D3350

For example, ASTM D3350 Cell Classification 335434E would meet this specification, as would 335440E. All HDPE conduit submitted for approval shall meet Color and UV Resistance Property "E" as defined by ASTM D3350.

In addition to HDPE conduit material cut sheets, the Contractor shall submit a Letter of Certification from the conduit manufacturer documenting that the conduit submitted for CFX approval meets all requirements of ASTM F2160.

638-2.6.1.2 Conduit Color Code System

All HDPE conduit systems shall be color-coded. The color code format shall be orange, blue, brown, green, white, black, yellow, red w/gray stripe and black w/red stripe. The color code format for lateral conduit shall be orange, blue, brown, and green. The conduit shall retain its original color throughout the useful life of the conduit system. The conduit color shall be uniform throughout the conduit material. The conduit color shall be stable and colorfast so as not to fade, bleed, smear, run or otherwise react or blend with other materials which may come in contact with the HDPE conduit.

638-2.6.1.3 Conduit Couplers

HDPE: The Contractor shall provide 1-inch electrofusion conduit couplers for the connecting of two HDPE conduits together such as end of reel locations or any location where HDPE conduits join. HDPE electrofusion process shall be used provided the interior wall diameter remains smooth. Conduit couplings may be placed side by side horizontally, but staggered at least 6 inches vertically. All conduit couplers shall meet the requirements of ASTM Standard F2176.

638-2.6.1.4 Conduit Plugs

The Contractor shall provide and install duct plugs as manufactured by Carlon; Duct Plugs model number(s); MAEPG2 through MAEPG7 as needed TM, or CFX approved

equivalent, to completely seal all HDPE conduit openings.

638-2.6.2 Polyvinyl Chloride (PVC) Conduit and Appurtenances

638-2.6.2.1 *Direct Burial (Outer Duct) Conduit*

The Contractor shall provide 6-inch or 4-inch PVC conduit, to encase the HDPE conduits as shown on the Plans, manufactured by OMNI™, or CFX approved equivalent, for placement in underground applications. This conduit shall be Schedule 40. U.L. listed Schedule 40 PVC is not required. The Contractor shall provide 4-inch PVC 90° 6-foot radius bends as manufactured by OMNI™, or CFX approved equivalent, for placement in manhole stub-outs, as shown on the Plans.

638-2.6.2.2 *Direct Burial Power Run and Grounding Conduit*

The Contractor shall provide 3/4 inch, 1 inch or 2-inch PVC conduit, as shown on the Plans, manufactured by OMNI™, or CFX approved equivalent, for placement in underground applications. This conduit shall be Schedule 40 or 80 Polyvinyl Chloride (PVC) U.L. listed 641. The Contractor shall use conduit with solvent type slip-fit plastic couplings unless approved by the Engineer. Provide 3/4 inch, 1 inch or 2-inch PVC 90° 6-foot radius bends as manufactured by OMNI™, or CFX approved equivalent, for placement in manhole stub-outs, as shown on the Plans.

638-2.6.2.3 *Joining System*

The Contractor shall provide OMNI™, or CFX approved equivalent PVC conduit with either an integral bell on one end, or a bonded-on coupling and a machine end spigot on the other end. Plastic solvent cement adhesive shall be liberally applied to the spigot end before joining the conduit together in accordance with the manufacturer's recommendations.

638-2.6.2.4 *Fittings and Accessories*

All fittings, elbows and accessories shall be as recommended by OMNI™, or CFX approved equivalent PVC conduit manufacturer, manufactured from the same process, using the same methods and chemicals as the pipe.

638-2.6.2.4.1 *Conduit Couplers: PVC*

The Contractor shall provide conduit couplers manufactured by OMNI™, or CFX approved equivalent, for the connecting of two PVC conduits together.

638-2.6.2.5 *Conduit Color Code*

All PVC conduit shall be grey in color.

638-2.6.3 Bullet-Resistive Fiberglass Conduit (BRFG) and Appurtenances

638-2.6.3.1 *Conduit*

The Contractor shall provide 6-inch BRFG conduit manufactured by OMNI™, or CFX approved equivalent, for placement in bridge crossing applications, as shown on the

Plans. This conduit shall be manufactured in accordance with the following specifications.

638-2.6.3.2 All fiberglass conduit used for this project shall meet or exceed the following:

Color	Grey only
Nominal size	6 inches
Outside Diameter	6.50 inches, average
Inside Diameter	6.0 inches, minimum
Wall Thickness	0.25 inches, minimum
Length	20 feet
Bell Depth	6 inches + or - 1/2".

638-2.6.3.3 *Fiberglass Winding*

The fiberglass conduit shall have a winding angle as close as possible to 54.75 degrees. All 6-inch pipe shall be manufactured by applying single circuit winding. The resin system shall be epoxy based using an anhydride-curing agent. The fiberglass shall consist of continuous E-glass roving.

638-2.6.3.4 *Fiberglass Curing*

Curing shall take place in two steps. The first curing zone shall bring the pipe slowly to the gel temperature. The second zone shall post-cure the pipe at no less than 350 degrees F and the pipe has to be properly cured, i.e. when measuring the glass transition temperature with a differential calorimeter, the difference between the first measured and the second shall not exceed 5 degrees F. The glass transition temperature shall exceed 115 degrees C.

638-2.6.3.5 *Electrical Characteristics*

Dielectric strength shall exceed 450 volts/mil when tested in accordance with ASTM 0-149.

638-2.6.3.6 *Mechanical Characteristics*

The conduit shall have following mechanical strength when tested in accordance with referenced test method:

Tensile strength, ultimate	11,000	ASTM D2105
Coefficient of thermal expansion	1.0x10-5 in/in/degree F	ASTM D696
Glass content	65-70%	API 15LR
Water absorption	1% max	ASTM D570
Glass transition temperature	215 degree F	API 15LR
Impact resistance	Size 6"	>600 lbf

638-2.6.3.7 *Joining System*

The Contractor shall provide conduit with either an integral wound bell on one end, or a bonded-on coupling and a machine end spigot on the other end. A two-component epoxy adhesive shall be applied to the spigot end before joining the conduit together.

The adhesive shall be supplied in 50ml 2-part cartridges, using a plastic tip mixer attached to the cartridges. The adhesive will be applied by using an adhesive gun.

638-2.6.3.8 *Fittings and Accessories*

All fittings, elbows and accessories shall be as recommended by the *BRFG* manufacturer, manufactured from the same process, using the same methods and chemicals as the pipe.

638-2.6.3.9 *Expansion Joints for BRFG*

The Contractor shall provide 6-inch expansion joints suitable for use with BRFG conduit manufactured by OMNI™ or CFX approved equivalent, for the connecting of two BRFG conduits together. The Contractor shall install expansion joints on all bridge-attached BRFG conduits at intervals not to exceed 100 feet

638-2.6.3.10 *Bridge Hangers*

The Contractor shall provide bridge hangers to support the BRFG conduits. The bridge hanger spacing shall not exceed 10 feet. The bridge hangers shall be made of hot-dipped galvanized steel and have fiberglass coated Unistrut™ above and below the BRFG conduit and fiberglass sleeves around the all-thread vertical members on either side. The bridge hangers shall be as manufactured by OMNI™ or CFX approved equivalent.

638-2.6.3.11 *Conduit Seals (Between Outer Duct Openings and Inner Duct Conduits)*

The Contractor shall seal the openings between the 1-inch HDPE conduits and the 6-inch outer conduit with a non-shrink grout or expandable foam sealant listed on the FDOT Qualified Products List (Specification 934, Non-Shrink Grout), in accordance with the Specifications.

638-2.6.4 *Black Steel Pipe (BSP) and Split Black Steel Pipe (SBSP) – Encasement Conduit*

The Contractor shall provide 6-inch or 8-inch Schedule 80 BSP or SBSP conduit manufactured by Pittsburgh Pipe, or CFX approved equivalent, for placement in underground applications, as shown on the Plans. This conduit shall have a minimum wall thickness of 0.432 inches for a 6-inch pipe and a minimum wall thickness of 0.500 inches for a 8-inch pipe and shall meet the basic materials and dimensions in accordance with ASTM A53, Type S, Grade A for Schedule 80 pipe. SBSP pipe shall be split with two seams for the purpose of encasing existing conduit. BSP shall be used for construction in all new proposed locations. SBSP shall be used to protect existing infrastructure and in areas where BSP installation would not be practical.

638-2.6.4.1 *BSP and SBSP Installation Beneath Shoulder Guardrails*

The Contractor shall install 6-inch or 8-inch Schedule 80 BSP or SBSP as applicable a minimum of 10 feet in length beneath shoulder guardrails or in and around obstructions or existing or proposed utility duct banks, per ITS Design Standards, Section A; Typical Utility Corridor and/or as shown in the plans. BSP and SBSP securely joined meeting section 638-2.6.4.2 shall be accepted.

638-2.6.4.2 *BSP and SBSP Material Requirements*

BSP and SBSP material requirement rating shall meet ASTM A53 and A106 pressure rating and ANSI B31.1. SBSP shall be securely fastened and water tight to prevent moisture and other environmental hazards out of the assembly.

638-2.6.5 Rigid Galvanized Steel (RGS)

638-2.6.5.1 *Above Ground RGS Installation and Material Requirements*

Use conduit designed and manufactured for use in long-term above-ground applications to prevent material deterioration. RGS shall be UL 6 rated and built to ASTM A53. Use conduit that is hot-dipped galvanized steel, with both ends reamed and threaded. Securely attach above-ground conduit installations to the surface of the supporting structure using conduit straps. As a minimum, use conduit straps located on 5 foot centers. Use galvanized metal conduit straps when installing rigid galvanized conduit above ground. Sizes shall be as called out in the plans.

638-2.6.5.1.1 *Conduit Straps*

The material used in conduit strap installation shall be of the same type of material as the conduit that it is attached to prevent corrosion.

638-2.6.6 Tone Wire for Location of Underground Ducts and Conduits

The Contractor shall provide a #12 AWG, stranded or single conductor copper core, 45 mil high-density polyethylene insulated underground tone wire, manufactured by Burton Wire & Cable or CFX approved equivalent, description "12 AWG stranded or solid soft annealed bare copper, 0.045 nominal high density polyethylene, weather resistant polyolefin". The tone wire high-density polyethylene sheath shall be orange in color and UV stabilized. The tone wire shall be manufactured in accordance with ASTM B-3 Soft or Annealed Copper Wire and ASTM D 1248 Type III, Class A, Category 4, Grades E8 & E9 Specifications for Weather Resistant Polyethylene Covered Wire Cable.

For duct bank and drop conduit configurations other than nine (9) 1-inch HDPE conduits, follow section 638-3.2.15.

638-2.6.6.1 *Outside Plant Line Management System*

The Contractor shall install the proper materials (equipment, grounding, junction box, etc.) to ensure that the tone wire system continues to support the existing Outside Plant Line Management System. Each lateral tone wire shall end at a junction box outside the ramp toll plaza and be grounded in the designated manhole per plan. The Contractor shall test the tone wire for continuity per CFX specification 631.

638-2.6.7 Fiber Optic Warning Tape

The Contractor shall provide 3" wide, 6 mil thick, orange fiber optic warning tape manufactured by Carlon Telecom Systems, Part Number MAT3051 or CFX approved equivalent. The warning tape shall have the words "CFX FIBER OPTIC CABLE BURIED BELOW" or similar wording as approved by the CEI permanently printed on the tape media at regular intervals not to exceed 1 foot. This warning tape shall be manufactured in accordance with AWPAC color code specification.

638-2.6.8 Tubular Route Marker

The Contractor shall provide Vulcan H-41 tubular route markers (Part No. 0300876) manufactured by Vulcan Utility Signs and Products, or CFX approved equivalent. The tubular route markers shall consist of a 3-½ inch (outside diameter) white HDPE post, 6-foot length with a minimum wall thickness of 0.125 inches. For designations of fiber conduits, the marker post shall have an orange HDPE cap and a black-on-orange wrap decal with the words "WARNING BURIED FIBER OPTIC CABLE" or similar wording as approved by the CEI, and shall also have the logos of CFX and Sunshine State One Call of Florida with contract numbers permanently printed on it in black polyvinyl film (Avery™ XL1000 Series S-652/78B). For designations of power conduits, the marker post shall have a red HDPE cap and a black-on-red wrap decal with the words "WARNING HIGH VOLTAGE POWER" or similar wording as approved by the CEI, and shall also have the logos of CFX and Sunshine State One Call of Florida with contract numbers permanently printed on it in black polyvinyl film (Avery™ XL1000 Series S-652/78B). The wrap decal shall be Vulcan Utility Signs and Products Part No. 0900466 or CFX approved equivalent. Each marker shall be installed over an 8-foot long 2#/ft green channel post (Vulcan Utility Signs and Products Part No. 0550145 or CFX approved equivalent).

The Contractor shall provide additional labeling on all route markers located at FON manholes. The labeling shall consist of a pre-printed label with one (1) inch characters permanently printed with the manhole identification number as found in the FON Outside Plant plans. The labels shall have a self-adhesive backing, be suitable for outdoor applications including UV stabilization, and have a twenty-year life. The Contractor shall submit proposed products for review and approval by CFX.

638-2.6.9 Fiber Optic Manholes

Fiber optic manholes shall be as specified in Section 636 and shown in the Plans.

638-3 EXECUTION

638-3.1 Use

638-3.1.1 High-Density Polyethylene (HDPE) Conduit

The Contractor shall use 1" (nominal size) High-Density Polyethylene (HDPE) conduit where specified. As shown on the Plans, HDPE conduits will be direct buried or encased in an outer duct (i.e., PVC, SBSP, or BRFG).

638-3.1.2 Polyvinyl Chloride (PVC) Conduit

638-3.1.2.1 Main Backbone Conduit System

In areas, as shown on the Plans, where the main backbone HDPE conduit system requires a PVC outer conduit, the conduit shall be a minimum of one, 6-inch PVC conduit equipped with a minimum of nine, 1-inch HDPE conduits installed as inner ducts.

638-3.1.2.2 *Lateral Conduits*

The placement of lateral conduits from the main backbone conduit system to Mainline Toll Plaza facilities shall utilize one, 6-inch PVC conduit equipped with a minimum of nine, 1-inch HDPE conduits installed as inner ducts, unless otherwise specified on the Plans.

The placement of lateral conduits from the main backbone conduit system to Ramp Toll Plaza facilities shall utilize one, 4-inch PVC conduit equipped with a minimum of four, 1-inch HDPE conduits installed as inner ducts, unless otherwise specified on the Plans.

638-3.1.3 HDPE SDR 11 Outer Duct Conduit

638-3.1.3.1 *Main Backbone Conduit System*

As shown on the Plans and in areas where the main HDPE backbone conduit system requires a mechanically protected outer conduit, a grey 6" HDPE SDR 11 conduit shall be utilized. The HDPE SDR 11 conduit shall be a minimum of one, 6-inch HDPE conduit equipped with a minimum of nine, 1-inch HDPE conduits installed as inner ducts.

638-3.1.3.2 *Utility Obstructions*

In utility obstruction areas, a Schedule 80 PVC split conduit or appropriate Schedule 80 BSP or Schedule 80 SBSP shall be installed around the HDPE conduits in lieu of HDPE SDR 11 for mechanical protection. Proper sealing techniques shall be used to securely adhere the conduit together.

638-3.1.3.3 *Sleeves for Future Use*

One, 8-inch grey HDPE SDR 11 conduit sleeve shall be placed for future use at strategic locations as shown on the Plans and within CFX's right-of-way.

638-3.2 Installation Requirements

638-3.2.1 Construction Standards and Compliance

All conduit systems shall be constructed in accordance with the FDOT Utilities Accommodation Manual. Such methods, specifications and instructions are intended as minimum specifications since each installation will be influenced by local project conditions. Any changes to these methods, specifications and instructions shall be submitted to the CEI for approval prior to their implementation. CFX retains the right to approve or disapprove any changes at its sole discretion. Before beginning any construction, all personnel shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations and CFX safety practices and policies.

638-3.2.1.1 *Directional Bore*

Directional Bore when needed in conjunction with any conduit installation shall be incidental to Section 638-5, Measurement of Payment. Refer to Section 555, Directional Bore for approved construction methods, procedures and materials for

Directional Boring.

638-3.2.2 Construction Location

The conduit system shall be constructed parallel to the roadway under the outside paved shoulder on each side of the roadway except as otherwise indicated on the Plans. When burying a conduit across ditches, the Contractor shall avoid locations that might interfere with natural drainage or be subject to soil erosion and exposure of the conduit. Trench bottoms shall be graded in a manner to facilitate drainage. Trench backfill shall be compacted to 100% of the maximum density as per AASHTO T-99.

638-3.2.3 Multiple Conduit Configurations

When plowing or trenching multiple conduits, the Contractor shall place conduit in a uniform bundle and maintain that configuration throughout the section. Plowing techniques shall be implemented so as to prevent any necking or deformation of the conduits. Conduit installation techniques shall prevent any twisting or other non-linear configuration of the conduit when installed. The Contractor shall be required to demonstrate and test the airtight integrity of the entire conduit bank.

638-3.2.4 Minimum Conduit Bends

638-3.2.4.1 Conduit runs between manholes shall have no more than cumulative 270 degrees of bends or offsets. Also, individual conduit bends shall not exceed the minimum bend radius of a 72-strand single-mode fiber optic cable. All conduit curves shall have a minimum bending radius of 20 feet unless otherwise specified on the Plans and Specifications.

638-3.2.5 Conduit Field Cuts

Make conduit field cuts square and remove all burred edges.

638-3.2.6 Conduit Joints

The Contractor shall make joints in accordance with the manufacturer's recommendations. In the absence of specific recommendations, make the joints as follows:

- Brush plastic solvent cement on the inside of the coupling and on the outside of the conduit ends.
- Slip conduit and fitting together with a quick one-quarter turn to set the joints.

638-3.2.7 Minimum Cover

638-3.2.7.1 HDPE & PVC

The minimum depth of cover for HDPE and PVC conduit shall be 36 inches cover over top of the conduit. If the minimum depth of cover cannot be provided due to soil conditions or obstructions, additional mechanical protection such as concrete encasement shall be provided as directed by the CEI.

638-3.2.7.2 HDPE (for mechanical protection)

The desirable depth of cover for HDPE SDR 11 shall be 36 inches over top of the

conduit. If a minimum 24-inch depth of cover cannot be provided due to soil conditions or obstructions and the conduit cannot be routed under the obstruction, additional mechanical protection such as concrete encasement shall be provided as directed by the CEI.

638-3.2.7.3 *HDPE Sleeves (empty for future use)*

The minimum depth of cover for HDPE SDR 11 shall be 36 inches over top of the conduit. If the minimum depth of cover cannot be provided due to soil conditions or obstructions, the HDPE conduit shall be relocated or buried deeper, as directed by the CEI.

638-3.2.7.4 *Black Steel Pipe and Split Black Steel Pipe (for protection of conduit under guardrail)*

BSP and SBSP shall meet section 638-2.6.4. The minimum depth of cover for BSP or SBSP shall be 36 inches over top of the conduit. If the minimum depth of cover cannot be provided due to soil conditions or obstructions, the BSP or SBSP shall be relocated or buried deeper, as directed by the CEI.

638-3.2.8 *Trenching and Backfilling*

All trenching and backfilling operations shall be completed in accordance with the Specifications, FDOT Utilities Accommodation Manual, the Occupational Safety and Hazard Act (OSHA) regulations and CFX safety practices and policies.

638-3.2.9 *Foreign Utility Crossing*

The conduit facilities may be located under, above or around other buried foreign utilities. Where the conduit facilities cross over or under buried foreign utilities, the conduit facilities shall have a vertical separation of at least 12 inches. Where this 12" separation cannot be met, conduit facilities shall be mechanically protected for a minimum of 36" on either side of the foreign utility. The Contractor shall make appropriate and complete notations on the record drawings where conduit facilities are buried across other foreign structures.

638-3.2.10 *Culvert and Drainage Structure Crossings*

638-3.2.10.1 *Unprotected Conduit*

The conduit may be placed over top of a culvert without protection in areas where 36 inches minimum cover and 12-inches minimum separation from the culvert can be maintained. Excavation to expose the top of the culvert shall be made in advance of the conduit placement operation to ensure that minimum cover and separation can be maintained.

Where the earth cover is less than 36 inches, the conduit shall be placed under the culvert and the minimum 12-inch separation from the culvert shall be maintained.

When the minimum cover cannot be maintained, and the conduit cannot be placed under the culvert, the conduit shall be placed over the culvert with a 24-inch minimum cover and 12-inch separation and protected by encasement as specified below.

638-3.2.10.2 *PVC or Split Black Steel Pipe (SBSP) Protection of Conduit*

When the minimum available cover is between 36 and 24 inches, and the conduit cannot be placed under the culvert, the conduit shall be encased by an PVC Schedule 80 or SBSP Schedule 80 and placed over the culvert with a 24-inch minimum cover and 12-inch minimum separation. The PVC or SBSP outer duct shall extend a minimum of 36 inches beyond the culvert on either side. The PVC or SBSP outer duct may be in the form of a 6-inch outer conduit for 1-inch HDPE conduits or an 8-inch sleeve when an outer conduit of HDPE, PVC or BRFG is already present. A 6-inch PVC or SBSP outer conduit around 1-inch HDPE conduits will not require additional mechanical protection in the form of an additional PVC or SBSP sleeve.

638-3.2.10.3 *Concrete Encasement Protection of Conduit*

When the minimum available cover is less than 24 inches and the conduit cannot be placed under the culvert, the conduit shall be encased by an PVC Schedule 80 or SBSP Schedule 80 and placed over the culvert with a 12-inch minimum separation and encased with concrete.

638-3.2.11 *Bridge Crossings*

The Contractor shall use BRFG conduit to encase the 1-inch HDPE conduits at bridge crossings as indicated on the Plans. The BRFG conduit shall be supported with bridge hangers, as specified herein, at intervals not to exceed 10 feet. Where the BRFG penetrates the sleeve through the bridge end wall, the Contractor shall seal the annular space between the 6-inch BRFG and the 8-inch sleeve with a suitable material and method approved by the CEI.

638-3.2.12 *Conduit Terminations*

638-3.2.12.1 *Manhole Terminations*

Where the conduit terminates into a manhole, the Contractor shall extend the conduit into the manhole beyond the inside face of the manhole wall by a minimum of 6 inches and a maximum of 12 inches before cutting. The wall opening shall be properly sealed as specified in Section 636. The conduit shall be properly capped as specified.

638-3.2.12.2 *Conduit Termination*

Where a termination manhole is not specified, the Contractor shall properly cap and seal the end to prevent damage by intrusion of deleterious material, per Specification 636.

638-3.2.13 *Coordination and Interface with Adjacent Conduit System Projects*

It is CFX's intent that the Communication Conduit System to be constructed under this Contract is to be part of an overall Communication Conduit System, parts of which are constructed by others. Where the conduit system in an adjacent roadway section is complete and existing at the time of this construction, the Contractor shall extend the conduit system to the existing fiber optic manhole at the limits of the adjacent project. If there is not an existing manhole available, the Contractor will be required to add one in accordance with the Fiber Optic Manhole Specifications found in Section 636.

638-3.2.14 Conduit Seal

The Contractor shall thoroughly seal all conduit systems such that they are airtight and do not allow the ingress of water, dirt, sand and other foreign materials into the conduit prior to, during and after construction. Conduits containing communications or power conductors shall be sealed with an oil based RoHS compliant duct seal. All spare conduits shall be sealed with Carlon Duct Plugs model number(s); MAEPG2 through MAEPG7 as needed. Spare six (6) inch and eight (8) inch conduits shall use P258RT 6-inch and HVAC express FC8 -8-inch or CFX approved alternate.

638-3.2.14.1 Conduit Stub-Out Terminations

The Contractor shall provide and install conduit caps or duct plugs as specified for a watertight seal on the conduit.

638-3.2.14.2 Manhole Conduit Terminations

The Contractor shall provide and install duct plugs as described in this specification to seal all 1-inch HDPE conduit openings.

638-3.2.14.3 Sealing of Encasement / Outer Duct Around 1-Inch HDPE Inner Duct Conduits)

The Contractor shall seal the openings between the 1-inch HDPE conduits and the outer duct with a non-shrink grout or expandable foam sealant listed on the FDOT Qualified Products List (Specification 934, Non-Shrink Grout), in accordance with the Specifications.

638-3.2.15 Tone Wire for Location of Underground Conduits

638-3.2.15.1 The Contractor shall install the tone wire in a manner to facilitate the complete and proper use of the Outside Plant line management system. It is the intention of CFX to adhere to best practices by requiring that all tone wire is protected and installed within a 1" conduit with the exceptions as stated in 638-3.2.15.3 and 638-3.2.15.4..

638-3.2.15.2 The Contractor shall install the tone wire in the black w/red stripe conduit above the centerline of the entire backbone and lateral conduit system as indicated in the Plans and run continuously through or spliced inside the manholes to provide for future locating without damage to its insulated sheath. In the case of eight (8) existing 1-inch HDPE conduits, the contractor shall install the tone wire in the yellow conduit.

638-3.2.15.3 For device drop locations, the following procedures shall be followed. In the case where an outer conduit is used to house four (4) 1-inch HDPE inner duct conduits such as in a directional bore, the tone wire shall run inside the outer conduit with the four (4) 1-inch inner conduits. In the case where four (4) 1-inch HDPE conduits are trenched or direct buried as for a device drop, the tone wire shall be encased in the black with red stripe 1-inch HDPE inner duct. In the case where three (3) 1-inch HDPE conduits are trenched or direct buried as for a device drop, the tone wire shall be encased in the black with red stripe 1-inch HDPE inner duct.

638-3.2.15.4 The Contractor shall install the tone wire system in a continuous circuit. Lateral locations (i.e., to ramp toll plazas) shall have a separate tone wire installed between the manhole and the ramp plaza building. The lateral tone wire shall be installed inside the 4-inch lateral PVC conduit. All splices shall be environmentally protected in accordance with the manufacturer's recommendations with a 3M Electrical Products Division DBR-6 or DBY-6 encapsulated splice enclosure.

638-3.2.15.5 The Contractor shall splice the tone wire to the existing tone wire system installed in adjacent project sections at each end of the backbone for a continuous circuit.

638-3.2.16 Fiber Optic Warning Tape

The Contractor shall provide and install 3-inch wide continuous orange fiber optic warning tape, as specified herein, placed 18 inches below the finished grade.

638-3.2.17 Tubular Route Markers

The Contractor shall install tubular route markers at intervals not to exceed 4000 feet (for fiber), 500 feet (for power) installed 2'-0" behind (toward the right-of-way) the centerline of the conduit where it is not installed under pavement or structure and along the centerline of all lateral conduit systems. Tubular route markers shall also be installed at all locations along the conduit route where the conduit changes direction, at each end of a directional bore, and at all manholes not installed in pavement. The tubular route markers shall be installed in accordance with the manufacturer's recommendations and shall be installed at locations and at depths so as not to damage any part of the conduit system including, but not limited to, the conduits and tone wire system.

638-3.2.18 Fiber Optic Manholes

The Contractor shall install fiber optic manholes as specified in Section 636, and shown on the Plans.

638-3.2.19 Conduit Cable System Anti-Theft Device

The Contractor shall provide a Copper Keeper™ Cable Security System part number as shown in the plans (See Figure 1 on page 638-16) on all electrical conduit installations at each pull box, device or point of conductor entry into conduit and on all electrical installations where conductors extend greater than 100 feet. The location of installation shall be at or below the ground level for conduits extending above ground (prior to switching to rigid conduit) and below the bottom of the pull box for conduits terminating in pull boxes (not above grade). The cost of cable security system shall be incidental to the cost of electrical conduit. The Contractor shall use CFX's approved vendor, Rainbow Distributors USA, Inc. at 407-330-6363 for product procurement.

Figure 1. Copper Keeper Part Numbers and Description

Part No.	Description
100-100	1" Copper Keeper Assy - for 1" Sched 40 PVC
100-125	1.25" Copper Keeper Assy - for 1.25" Sched 40 PVC
100-150	1.5" Copper Keeper Assy - for 1.5" Sched 40 PVC
150-150	1.5" Copper Keeper Assy - for 1.5" Sched 80 PVC
100-200	2" Copper Keeper Assy - for 2" Sched 40 PVC
200-100	1" Copper Keeper Assy - for 1" EMT & GRC
200-125	1.25" Copper Keeper Assy - for 1.25" EMT & GRC
200-150	1.5" Copper Keeper Assy - for 1.5" EMT & GRC
200-200	2" Copper Keeper Assy - for 2" EMT & GRC
100-000106-001	Socket - 1" to 1.25"
100-000102-001	Socket - 1.5" to 2"

638-3.2.19.1 Procurement Requirements

The Contractor shall procure the Copper Keeper™ Cable Security System part number as shown the plans (See Figure 1); and shall provide to the distributor a Central Florida Expressway Authority (CFX) project number when procuring. In order to maintain a secure system environment, the Copper Keeper™ security keyed socket tool shall be sent directly to CFX from the manufacturer. Under no circumstances shall the Contractor have the security keyed socket tool sent to them directly or have access to any CFX keyed socket tool without expressed written authorization from CFX or their designated representative. The Copper Keeper™ security keyed socket tool shall be managed by CFX and shall be distributed pursuant to a security deposit placed on each key during the contract.

638-3.2.19.2 Copper Keeper™ Security Keyed Socket Tool

As outlined in **638-3.2.19.1**, the Copper Keeper™ security keyed socket tool is the property of CFX and shall be distributed to the Contractor as follows;

1. The Contractor shall be assigned a Copper Keeper™ security keyed socket tool.
2. A deposit of two thousand five hundred dollars (\$2500.00) shall be required for each keyed socket tool. This deposit shall be held handed over to CFX at the initial project kickoff meeting. This deposit shall not accrue interest.
3. The Contractor shall be responsible for the administration and security of each keyed socket tool.
4. Once all work has been performed and accepted by CFX, the Contractor will receive a complete return of the deposit contingent upon returning the original keyed socket tools loaned to the Contractor.
5. If for any reason a keyed socket tool is lost or misplaced, two thousand five hundred dollars (\$2500.00) per keyed socket tool shall be deducted from the deposit and retained by CFX.

638-4 TESTING REQUIREMENTS

638-4.1 HDPE Conduits

The Contractor shall proof test the entire HDPE conduit system to ensure that no damage

occurred during the construction phase and that the conduit makes an airtight seal so that a future cable can be installed using the Cable Blowing Method. The proof test method to be applied throughout the project shall consist of blowing a proofing dart through the conduit system in both directions. The proofing dart shall be an Innerduct Cup Projectile for 1" Nominal Tube Size, Part Number 2120-010, manufactured by Cal Am Manufacturing. The proofing dart shall be furnished with rope tie loop nuts on both ends. The proofing dart shall have a minimum length of 3". The ability to successfully blow the proofing dart in the conduit shall satisfy the requirement for testing an airtight seal. The Contractor will not be permitted to blow ball bearings in conduits. The Contractor shall coordinate with the CEI to witness the proof test of all portions of the HDPE conduit system installed under pavement prior to paving operations. The Contractor shall also coordinate with the CEI to witness the proof test of the entire HDPE conduit system for final acceptance after the completion of all (guard rail, fencing, paving, etc.) work that could damage the conduit. The Contractor shall provide a minimum of 48 hours advance notification prior to the proof testing activity. If the test is unsuccessful, the entire section of conduit that fails shall be replaced at the Contractors expense. No additional time shall be granted for removal and replacement or testing required to produce satisfactory results. The Contractor shall protect the inner walls of the manhole, personnel, and all contents of the manhole from impact damage caused by the proofing dart emerging from the conduit at high speed.

638-4.2 Tone Wire

The Contractor shall test the entire tone wire system after the construction and splicing phases to ensure that the tone wire has complete continuity, is in good working order, fully functional for complete and proper use by the Outside Plant line management system, and has not been damaged. The Contractor will attach an electronic transmitter, if required, to one end of the tone wire and then locate the signal along the wire route using a receiver. Tone wire continuity is required from beginning to end of the Project Limits. Tone wire shall not be pulled into the ITS cabinets. Tone wire shall be terminated in the closest communications pull box adjacent to the ITS cabinet.

638-4.3 Fiber Optic Manhole Grounding System

The contractor shall test fiber optic manholes as described in Section 636 and shown on the Plans.

638-5 MEASUREMENT OF PAYMENT

No payment shall be made for power or communication conduit until a Bore Path Report has been delivered to the CEI. After the CEI's acceptance of the Bore Path Report, payment will be made in the amount of 70% of the unit price bid for the item. The remaining 30% of the unit price bid will be made after submittal of "as-built" plans, in accordance with Section 555-6.2. Directional Bore shall be incidental to the pay-items shown as stated in Section 638-3.2.1.1 Directional Bore. See Technical Special Provision 555 – Directional Bore for procedural

information.

Pay item numbers are structured as follows:

638-abcc-ddef

a	Outer Duct Material	0	None
		1	HDPE SDR 11
		2	Schedule 40 PVC
		3	PVC
		4	BRFG
		5	Black Steel Pipe Schedule 80 (Split or Whole – Shall be called out in Plans)
		6	Rigid Galvanized Steel
b	Outer Duct Size Code	0	None
		4	4"
		6	6"
		8	8"
cc	Direct Bury or Above Ground Conduit Size /Material	00	None
		01	1" HDPE
		02	2" HDPE
		03	1" and 2" HDPE
		04	2" and 3" HDPE
		05	3/4" Grey PVC
		06	1" Grey PVC
		07	2" Grey PVC
		08	3" Grey PVC
		09	½" Rigid Galvanized Steel
		10	1" Rigid Galvanized Steel
		11	2" Rigid Galvanized Steel
dd	Number of Inner Conduits	00	None
		01	1
		02	2
		03	3
		04	4
		09	9
		10	10
e	Operation	1	Furnish and Install
		2	Furnish
		3	Install
f	Installation	1	Trench or Plow
		2	Trench under asphalt
		3	Directional Bore
		4	Bridge Mounted
		5	Wall Mounted
		6	90 degree sweep, trench
		7	Above Ground

638-5.1 Pay Item No. 638-0001-0111 – Fiber Optic Conduit, 1-1" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape and HDPE connectors as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.2 Pay Item No. 638-0001-0211 – Fiber Optic Conduit, 2-1" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape and HDPE connectors as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.3 Pay Item No. 638-0001-0411 –Fiber Optic Conduit, 4-1" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling and incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape and tone wire in 1" conduit and HDPE connectors as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.6 Pay Item No. 638-0001-0911 – Fiber Optic Conduit, 9-1" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials,

material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape and tone wire in 1" conduit and HDPE connectors as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.7 Pay Item No. 638-0002-0111 – Electrical Conduit, 1-2" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried electrical conductor warning marker tape and HDPE connectors as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.8 Pay Item No. 638-0002-0211 – Electrical Conduit, 2-2" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried electrical conductor warning marker tape and HDPE connectors as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.9 Pay Item No. 638-0002-0213 – Electrical Conduit, 2-2" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire and HDPE connectors as specified.

638-5.10 Pay Item No. 638-0003-0911 – Fiber Optic Conduit, 9-1" HDPE SDR 11 and 1-2" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape and tone wire in 1" conduit and HDPE connectors as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.11 Pay Item No. 638-0006-0116 -Conduit (F&I) (Underground) (1" SCH 40 PVC) - (LF)

Pay Item No. 638-0007-0116 -Conduit (F&I) (Underground) (2" SCH 40 PVC) - (LF)

Pay Item No. 638-0008-0116 -Conduit (F&I) (Underground) (3" SCH 40 PVC) - (LF)

Payment for these items will be full compensation for all labor, equipment, materials, handling, incidentals and costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and if applicable PVC conduits conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch. In addition, if conduit is to be used as part of an electrical power service system and is greater than 100 linear feet, a Copper Keeper™ Anti-Theft Device System shall be implemented as outlined in section 638-3.2.19 and the cost of cable security system shall be incidental to the cost of electrical conduit.

638-5.12 Pay Item No. 638-0009-0117 - Conduit (F&I) (Aboveground) (1/2" RGS) – (LF)

Pay Item No. 638-0010-0117 - Conduit (F&I) (Aboveground) (1" RGS) – (LF)

Pay Item No. 638-0011-0117 - Conduit (F&I) (Aboveground) (2" RGS) – (LF)

Payment for these items will be full compensation for all labor, equipment, materials, handling, incidentals and costs necessary to furnish and install conduit as specified, including conduit straps and all attachment incidentals needed for a secured and complete installation. Payment shall include clearing, dewatering, shoring, backfilling, compaction tamping and restoration. Payment shall include the placement of applicable PVC or HDPE conduit adapters as specified. If called for in the plans, this conduit and attachment hardware shall be powder coated or painted with a CFX approved process and colors as part of this pay item. This pay item shall include any fence work, including temporary

removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.13 Pay Item No. 638-1400-0011 – Fiber Optic Conduit, 4" HDPE SDR 11 Sleeve, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.14 Pay Item No. 638-1401-0213 – Fiber Optic Conduit, 4" HDPE SDR 11 Outer Duct w/2-1" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.15 Pay Item No. 638-1402-0113 – Fiber Optic Conduit, 4" HDPE SDR 11 Outer Duct w/1-2" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.16 Pay Item No. 638-1403-0213 – Fiber Optic Conduit, 4" HDPE SDR 11 Outer Duct w/1-1" and 1-2" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.17 Pay Item No. 638-1600-0011 - Fiber Optic Conduit, 6" HDPE SDR 11 Sleeve, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE SDR 11 as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.18 Pay Item No. 638-1601-0413 - Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/4-1" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.19 Pay Item No. 638-1601-0811 - Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/9-1" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling, incidentals and costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.20 Pay Item No. 638-1601-0813 - Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/9-1" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.21 Pay Item No. 638-1601-0913 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/9-1" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.22 Pay Item No. 638-1601-1013 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/10-1" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.23 Pay Item No. 638-1602-0213 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/2-2" HDPE SDR 11, Directional Bore – (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.24 Pay Item No. 638-1603-0213 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/1-1" and 1-2" HDPE SDR 11, Directional Bore – (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.25 Pay Item No. 638-1603-0313 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/2-1" and 1-2" HDPE SDR 11, Directional Bore – (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.26 Pay Item No. 638-1603-0911 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct

w/8-1" and 1-2" HDPE SDR 11, Trench or Plow – (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling, incidentals and costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.27 Pay Item No. 638-1603-1011 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/9-1" and 1-2" HDPE SDR 11, Trench or Plow – (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling, incidentals and costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.28 Pay Item No. 638-1603-0913 – Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/8-1" and 1-2" HDPE SDR 11, Directional Bore – (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.29 Pay Item No. 638-1800-0011 – Fiber Optic Conduit, 8" HDPE SDR 11 Sleeve, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and empty HDPE SDR 11 sleeve as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or

replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.30 Pay Item No. 638-1801-0913 – Fiber Optic Conduit, 8" HDPE SDR 11 Outer Duct w/9-1" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.31 Pay Item No. 638-1803-0413 – Fiber Optic Conduit, 8" HDPE SDR 11 Outer Duct w/2-1" and 2-2" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.32 Pay Item No. 638-1803-1013 – Fiber Optic Conduit, 8" HDPE SDR 11 Outer Duct w/9-1" and 1-2" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.33 Pay Item No. 638-1804-0213 - Fiber Optic Conduit, 8" HDPE SDR 11 Outer Duct w/1-2" and 1-3" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.34 Pay Item No. 638-2401-0211 – Conduit, 4" Schedule 40 PVC Split Outer Duct w/2-1" HDPE SDR 11, Trench or Plow – (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay

item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.35 Pay Item No. 638-2600-0011 – Conduit 6” Schedule 40 PVC Split Sleeve, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and Schedule 40 PVC split sleeve as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.36 Pay Item No. 638-2601-0911 – Conduit, 6” Schedule 40 PVC Split Outer Duct w/9-1” HDPE SDR 11, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.37 Pay Item No. 638-2801-0911 – Conduit, 8” Schedule 40 PVC Split Outer Duct w/9-1” HDPE SDR 11, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through

and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.38 Pay Item No. 638-2801-1011 – Conduit, 8” Schedule 40 PVC Split Outer Duct w/10-1” HDPE SDR 11, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.39 Pay Item No. 638-2803-1011 – Conduit, 8” Schedule 40 PVC Split Sleeve Outer Duct w/9-1” and 1-2” HDPE SDR 11, Trench or Plow – (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling, incidentals and costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.40 Pay Item No. 638-3401-0211 – Conduit, 4” PVC Outer Duct w/2-1” HDPE SDR 11, Trench or Plow – (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original

type turf grass or mulch.

638-5.41 Pay Item No. 638-3401-0411 – Conduit, 4” PVC Outer Duct w/4-1” HDPE SDR 11, Trench or Plow - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, handling, incidentals and costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.42 Pay Item No. 638-3401-0416 – Conduit, 4” PVC Outer Duct, 90 degrees, 6-Foot Radius Bend Stub Out w/4-1” HDPE SDR 11, Trench or Plow - (EA)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.43 Pay Item No. 638-3601-0213 – Conduit, 6” PVC Outer Duct w/2-1” HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.44 Pay Item No. 638-3601-0811 – Conduit, 6” PVC Outer Duct w/8-1” HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include removal of empty reels and the disposal of at a recognized dump

facility.

638-5.45 Pay Item No. 638-3601-0813 – Conduit, 6" PVC Outer Duct w/8-1" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.46 Pay Item No. 638-3601-0911 – Conduit, 6" PVC Outer Duct w/9-1" HDPE SDR 11, Trench or Plow - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the placement of buried cable warning marker tape, tone wire, and HDPE inner duct conduits and inner duct conduit adapters as specified. This pay item shall include removal of empty reels and the disposal of at a recognized dump facility.

638-5.47 Pay Item No. 638-3603-0911 – Conduit, 6" PVC Outer Duct w/8-1" and 1-2" HDPE SDR 11, Directional Bore - (LF)

Payment for this item shall be full compensation for all labor, equipment, materials, material handling, incidentals and all costs necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration as defined in Specifications Section 555. This pay item shall include the placement of tone wire in the outer duct and HDPE connectors as specified.

638-5.48 Pay Item No. 638-4601-0814 – Conduit, 6" Bullet-Resistive Fiberglass Outer Duct w/8-1" HDPE SDR 11, Install on Bridge - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit to a bridge as specified including all inner duct conduits, attachment hardware and attachment clamps placed at maximum intervals of 10 feet. This pay item shall include all expansion joints with a minimum 8-inch travel, placed intervals of 100 feet and all sweeps, adapters and conduit necessary to return to grade will be included in this pay item. This pay item shall include all concrete cutting, core boring and any other concrete work necessary for the conduit bridge installation as specified.

638-5.49 Pay Item No. 638-4601-0815 – Conduit, 6" Bullet-Resistive Fiberglass Outer Duct w/8-1" HDPE SDR 11, Wall Mounted - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material

handling and incidentals necessary to furnish and install conduit to a wall as specified including all inner duct conduits, attachment hardware and attachment clamps and other materials in a manner as described in the plans.

638-5.50 Pay Item No. 638-4601-0914 – Conduit, 6” Bullet-Resistive Fiberglass Outer Duct w/9-1” HDPE SDR 11, Install on Bridge - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit to a bridge as specified including all inner duct conduits, attachment hardware and attachment clamps placed at maximum intervals of 10 feet. This pay item shall include all expansion joints with a minimum 8-inch travel, placed intervals of 100 feet and all sweeps, adapters and conduit necessary to return to grade will be included in this pay item. This pay item shall include all concrete cutting, core boring and any other concrete work necessary for the conduit bridge installation as specified.

638-5.51 Pay Item No. 638-4603-0914 – Conduit, 6” Bullet-Resistive Fiberglass Outer Duct w/8-1” and 1-2” HDPE SDR 11, Install on Bridge - (LF)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit to a bridge as specified including all inner duct conduits, attachment hardware and attachment clamps placed at maximum intervals of 10 feet. This pay item shall include all expansion joints with a minimum 8-inch travel, placed intervals of 100 feet and all sweeps, adapters and conduit necessary to return to grade will be included in this pay item. This pay item shall include all concrete cutting, core boring and any other concrete work necessary for the conduit bridge installation as specified.

638-5.52 Pay Item No. 638-5XXX-XXXX – BSP or SBSP Outer Duct w/XX HDPE and/or XX PVC inner ducts – (LF) (Use 683-5 Measurement of Payment Table to determine XX) Contact plans to call out type.

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install conduit as specified, including clearing, dewatering, shoring, backfilling, compaction tamping and restoration. This pay item shall include the cost of the split black steel pipe, placement of buried cable and/or electrical warning marker tape, tone wire, and HDPE and/or PVC inner duct conduits and inner duct conduit adapters as specified. This pay item shall include any fence work, including temporary removal and restoration, tunneling under, cutting through and repairing or replacing any culvert as necessary to properly install conduit, right-of-way clearing, removal of debris, empty reels, etc., and the disposal of at a recognized dump facility. This pay item shall include any removal and restoration of concrete/asphalt that may be required and the restoration of the ground with the original type turf grass or mulch.

638-5.53 Pay Item No. 638-1A – Tubular Route Marker (Fiber) – (EA)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install a Tubular Route Marker for fiber.

638-5.54 Pay Item No. 638-1B – Tubular Route Marker (Power) – (EA)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install a Tubular Route Marker for power.

638-5.55 Pay Item No. 638-2A – Radiodetection Side Leg Terminator (SLT) PN 10/444150322) – (EA)

Payment for this item will be full compensation for all labor, equipment, materials, material handling and incidentals necessary to furnish and install a Radiodetection Side Leg Terminator.

638-5.56 Pay Item No. 638-200 – Tone Wire (Underground) (In Conduit) (F&I) – (LF)

This pay item shall apply only at installation where conduit already exists and shall not be used with new conduit installations. This pay-item shall include furnishing and installing tone wire as called out in section 638-2.6.6 and 638-3.2.15; Tone Wire for Location of Underground Ducts and Conduits in these specifications. Payment for this item will be full compensation for all labor, equipment, materials, handling, incidentals and costs necessary to furnish and install tone wire as specified in the plan set and as directed by CFX. Tone wire shall not be direct buried and shall be installed in the eighth or ninth one (1) inch SDR 11 or thicker HDPE conduit or as shown on the plans. The tone wire conduit shall be installed to run continuously between adjacent manholes and/or pull boxes. The tone wire conduit shall be sealed and terminated per the same requirements as fiber optic conduit as shown in the plans. Tone wire shall never be run into ITS cabinets but terminate at the closest pull box as described in ITS Design Standard Sheet A2 and A3, General Notes. All new tone wire installed by the Contractor shall not be considered accepted until it is tested by CEI and found to be of point to point continuity.

END OF SECTION 638

APPENDIX F

**JOINT TASK FORCE FOR LAW ENFORCEMENT COMMUNICATIONS
STATE LAW ENFORCEMENT RADIO SYSTEM
(SLERS)**

PERSONAL INQUIRY WAIVER

Authority for Release of Information

TO: Concerned Person or
Authorized Representative
Of Any Organization, Institution
Or Repository of Records

APPLICANTS NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NO.: _____

I respectfully request and authorize you to furnish to the Department of Highway Safety and Motor Vehicles, Division of Florida Highway Patrol any and all information that you may have concerning my work record, school record, military record, criminal record, financial and credit status. This information is to be used in determining my qualifications and fitness to have access to equipment and facilities which comprise the State Law Enforcement Radio System of the State of Florida.

I hereby release you, your organization or others from any liability or damage which may result from furnishing the information requested above.

Applicants Signature

Date

Address

City, State & Zip Code

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me personally appeared the said _____ who said that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn to and subscribed in my presence the _____ day of _____, _____

My Commission Expires:

Notary Public

**JOINT TASK FORCE FOR LAW ENFORCEMENT COMMUNICATIONS
STATE LAW ENFORCEMENT RADIO SYSTEM
(SLERS)**

APPLICATION FOR SECURITY CLEARANCE

Name: _____ Sex: _____

Race: _____ Date of Birth: _____

Place of Birth: _____

Social Security Number: _____

Current Drivers License Number: _____ State: _____

Height: _____ Weight: _____ Hair Color: _____

Color Eyes: _____

Current Address:

Street	City	State	Zip
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Previous Address(s)

Street	City	State	Zip
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Street	City	State	Zip
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Street	City	State	Zip
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Street	City	State	Zip
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Street	City	State	Zip
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THIS INFORMATION IS REQUIRED FOR IDENTIFICATION PURPOSES. SUBMIT THE PACKAGE CONTAINING THIS FORM, THE PERSONAL INQUIRY WAIVER, AND EITHER YOUR PROPERLY ENDORSED FINGER PRINT SCANNING RECEIPT OR YOUR FINGER PRINT CARD TO:

Major Timothy J. Roufa
JTF Security Manager
Florida Highway Patrol
2900 Apalachee Parkway, MS 46
Tallahassee, Florida 32399

Signature of Applicant

Date

**JOINT TASK FORCE FOR LAW ENFORCEMENT COMMUNICATIONS
STATE LAW ENFORCEMENT RADIO SYSTEM
(SLERS)**

NON-DISCLOSURE AGREEMENT

Employee or Contractor Name: _____

Agency or Business Name: _____

Agency or Business Address: _____

Agency or Business Telephone: _____

NOTE: Failure to complete ALL blank portions of this form will result in your application not being processed and returned to you for completion.

I _____, do hereby agree to uphold the policies and procedures adopted by the Joint Task Force on State Law Enforcement Communications to safeguard the information and associated resources that may be entrusted to me, or that I may come into contact with, and, agree to report violations of policies or procedures to the JTF Security Manager, Information Security Officer, State Technology Office, or my immediate supervisor.

Signature of Employee or Contractor

Date

**JOINT TASK FORCE FOR LAW ENFORCEMENT COMMUNICATIONS
STATE LAW ENFORCEMENT RADIO SYSTEM
(SLERS)**

REQUEST FOR SECURITY LEVEL

Upon completion of the security clearance and after signing the non-disclosure agreement, the following access is requested.

NAME: _____

VENDOR: _____

PHYSICAL ACCESS

Prime Site(s)/ IMC Sites	Yes _____	No _____
Transmit/Receive Sites	Yes _____	No _____
Dispatch Centers	Yes _____	No _____

INFORMATION ACCESS

OMNI ZONE/CSD COMPUTER

Super manager	Yes _____	No _____	(maximum 3)
DMS/STO Manager	Yes _____	No _____	(JTF Board Approval)
Agency Manager	Yes _____	No _____	(Security Manager Approval)
Dispatcher	Yes _____	No _____	(No limit)

COMPUTER AIDED DISPATCH

Super manager	Yes _____	No _____	(Maximum 3)
Administrator	Yes _____	No _____	(JTF Board Approval)
Supervisor Administrator	Yes _____	No _____	(Security Manager Approval)
Supervisor Dispatcher	Yes _____	No _____	(No limit)
Dispatcher	Yes _____	No _____	(No limit)
Call Taker	Yes _____	No _____	(No limit)
Field Offices	Yes _____	No _____	(No limit)

MESSAGE SWITCH

Access must be obtained through Security Manager, DMS/STO Manager, or DMS/STO Regional personnel.

FCIC/NCIC - HOST COMPUTER

No access to this system, Law Enforcement Use Only.

DIAL-UP ACCESS

Specify system or location and level of access needed:

Signature

Title

Date

HSMV Fingerprint Confirmation

- The supervisor or contract manager **MUST** select only **ONE** check box below.
2. The person being fingerprinted **MUST** sign this form.
 3. This form **MUST** be presented at the Kirkman Building or at a DL/Tax Collector office.
 4. The person being fingerprinted **MUST** present a valid driver license or phone identification.
 5. Once printed, the person **MUST** take this completed form back to the supervisor/contract manager.
 6. The supervisor/contract manager **MUST** email/fax a copy of this form to the appropriate contact listed after the completion of the fingerprint transaction.
 7. Please contact (850) 617-3202 if you have any questions or if unsure which option to choose.

Name of Individual Fingerprinted: _____ Signature: _____

Name of Supervisor/ Contract Manager: _____ Phone Number: _____

CJIS Background Check (ORI: FL0379100/Select FHP Background Option) REQUIRED FOR CJIS AUTHORIZATION

- ☐ HSMV Employee w/ CJIS Access Division: _____
- ☐ HSMV Applicant with CJIS Access Division: _____
- ☐ Regional Duty Officer: Comm. Center Location: _____
- ☐ RDO Applicant CC Location: _____

☐ HSMV Vendor with CJIS Access Division: _____ Location: _____

☐ Florida Highway Patrol Recruit

☐ SLERS/SLERS Vendors/Road Rangers

For Completion by Representative Processing Fingerprints ONLY:

Date of Scan: _____ Office Phone: _____ TCN #: _____ Print

Name of Processor: _____ Signature: _____

Only complete if a reprint is required. **MUST** process using TCR# Date of Reprint: _____

TCR: _____ TCN#: _____ Printed Name of re-print

Processor: _____ Signature: _____

APPENDIX G
SECTION 683
INTELLIGENT TRANSPORTATION SYSTEM (AUXILIARIES)

683-1 DESCRIPTION

This Section identifies communications, power and system auxiliaries including supporting equipment materials and specifications.

683-2 MATERIALS – COMMUNICATION AND SUPPORT EQUIPMENT

All materials furnished, assembled, fabricated or installed shall be new, corrosion resistant and in strict accordance with all the details shown in the Plans and described in the Specifications.

All equipment furnished under this Section shall be compatible with each other and with other equipment furnished under other Sections of the Specifications.

683-2.1 Gigabit Ethernet Field Switch

This specification applies to the communications interface device to be installed in existing and new cabinets as shown on the Plans. This controller cabinet communications interface device is called the Gigabit Ethernet Field Switch (GEFS). The GEFS shall be the RuggedCom RSG2300 (Part number 6GK23-OAS23-0DC0-Z A00+B00+C07+D00) fully managed Layer 2 hardened Ethernet switch that meets the following functional requirements:

- Twenty-Four (24) 10/100/1000BaseTX copper ports: RJ-45 Female, Auto-negotiating, Full Duplex; IEEE 802.3x,u
- Eight (8) 10BaseFL/100BaseFX/1000BaseX fiber ports supporting the following options:
 - 10 km @ 1310 nm
 - 20 km @ 1310 nm
 - 70 km @ 1550 nm
- User swappable mini-GBIC (SFP) with LC connectors allowing long haul optics up to 90 km
- Minimum switching bandwidth of 5 Gbps
- 2 port modules for flexibility
- Internet Group Multicast Protocol (IGMP) v2 Snooping
 - Support 256 IGMP Multicast groups
- Multilevel user passwords, SSH/SSL (128-bit encryption)
- RADIUS Centralized password management
- Tagged VLANs (IEEE 802.1q)
- Layer 2 Quality of Service (IEEE 802.1p tagged frames per port)
- Multiple Spanning Tree Protocol (MSTP) (802.1Q-2005)
- Rapid Spanning Tree Protocol (RSTP) (IEEE 802.1w)
- Port-Based Network Access Control (IEEE 802.1X)
- Link Layer Discovery Protocol (LLDP) (IEEE 802.1AB)

- Link Aggregation (IEEE802.3ad)
- Network Management: SNMP v3, MIB II and 56-bit encryption
- Secure Shell (SSH) Version 2
- Latency: 7 μ sec plus packet time, maximum
- All ports shall be full speed non-blocking, store and forward switching

The GEFS shall support both Unicast and Multicast. A minimum of 64 VLANs and IP Multicast sessions shall be supported. It shall support VLAN classification, blocking, learning, filtering and forwarding. The GEFS shall be capable of automatic rerouting of data in case of an edge ring fiber cut or loss of an interconnected GEFS.

683-2.1.1 Other Standards:

The GEFS shall comply with the following standards:

Organization	Standard	Applicability
Deutsches Institut für Normung (DIN)	Electronic Packaging	EIA or DIN Standard Required
Electronic Industries Alliance (EIA) 310D	Electronic Packaging	EIA or DIN Standard Required
Electronic Industries Alliance/Telecommunications Industries Association	EIA/TIA 568B; Commercial Building Telecommunications Wiring	Cable Standards for Network Interface (i.e. Ethernet)
Federal Communications Commission (FCC)	Radiated Emissions and Electromagnetic Susceptibility	Compliant
National Electrical Manufacturers Association TS-2	Traffic Controller Standards	Environmental and Electrical Power Specifications Apply
National Fire Prevention Association	National Electric Code	Latest Version is Applicable to Grounding and Electrical Safety
Underwriters Laboratory (UL)	UL60950 and UL 508	Electrical Safety Shall be Met

683-2.1.2 Applicable Request for Coordination (RFC):

RFC	Title	Applicability
1155/1157, 1901-1907, 1908	Management Information Structure	Standards to be Used
1212, 1213, 1215, 1354, 1493, 2233	Management Information Base (MIBs)	Standards to be Used
1757, 2021	RMON-I	Standards to be Used
1112, 2236	IGMP v2	Standards to be Used

683-2.1.3 Power:

The GEFS shall be provided with a 85-265 VAC screw terminal block. The power converter shall perform to specifications with a 10 percent variation in utility power. The power converter shall include power filtering and regulation as well as protection against power surges. Power variations as specified in NEMA TS-2 Standards shall be met.

683-2.1.4 *Physical*

The GEFS shall occupy a 1 RU rack mounted space within the Controller Cabinets. The case shall be constructed from 18 AWG galvanized steel, treated to prevent corrosion. The design shall protect integrated circuits from radio frequency interference and electromagnetic interference. The front panel shall include, as a minimum, indicators for power failure, communications faults, and port active status. The GEFS shall be provided with mounting provisions. Rack mounting provisions shall be used and the switch placed in the cabinet per the ITS Design Standard cabinet layout

683-2.1.5 *Environmental*

The GEFS shall comply with Environmental Requirements specified for NEMA TS-2 controllers. The device and all of its components, including the GBICs and power supply, shall support a minimum operating temperature range of -40 to +85°C.

683-2.1.6 *Configuration and Integration*

The Contractor shall be responsible for configuration and integration of the GEFS into the ITS system (see Appendix). Configuration shall include, but not be limited to, the following:

- IP address, subnet, and gateway (information supplied by CFX)
- System Identification Information (Location, ID #)
- Simple Network Time Protocol (SNTP)
- Simple Network Management Protocol version 3 (SNMP v3)
- IEEE 802.1q VLANs and tags (information supplied by CFX)
- Assign ports to appropriate VLANs
- RADIUS (IEEE 802.1x) Port Security (information supplied by CFX)
- Enable LLDP on trunked ports
- Enable IGMP Snooping on VLANs as necessary
- Integrate GEFS into CFX's network monitoring system (NMS)
- Enable SSHv2
- Enable MAC filtering on all active fast Ethernet ports (information supplied by CFX)
- Disable all unused switch ports
- Latest firmware installed

683-2.1.7 *Markings*

The GEFS shall have a permanent tag with manufacturer's name, address, model number, and part number. All ports and indicators shall be permanently labeled as to function and related interfaces. Power interface shall be labeled with voltage and maximum current. Reference CFX labeling standards for additional information.

683-2.1.8 *Furnish-Only Gigabit Ethernet Field Switches*

All spare GEFS quantified in the plans shall be furnished by the Contractor with two (2) LX mini-GBICs (10km @ 1310nm). The Contractor shall furnish mini-GBICs for the spare units that are of the identical make and model as those furnished for the units installed by the Contractor.

683-2.2 Terminal Server

The low speed serial data shall be routed through a terminal server, which shall consist of a minimum of four (4) data ports that are individually user selectable for RS-232, RS-422 or RS-485. The terminal server shall be Moxa PortServer NPort 5450T and shall meet the following functional requirements:

- Data channels shall be independently configurable for bit rate up to 115,200 bps, asynchronous and full/half duplex
- TCP/IP shall serve the terminal server operation
- All data ports shall be Female RJ-45
- Network Management: SNMP v1 or v3
- Ethernet ports shall be 10/100 Base-T
- Environmentally hardened with operating temperature: $\geq 74^{\circ}\text{C}$
- Secure Shell (SSH) Version 2

683-2.2.1 Configuration and Integration

The Contractor shall be responsible for configuration and integration of the Terminal Servers into the ITS system (see Appendix). Configuration shall include, but not be limited to, the following:

- IP address, subnet, and gateway (information supplied by CFX)
- System Identification Information (Location, ID #)
- Simple Network Time Protocol (SNTP)
- Simple Network Management Protocol (SNMP v1 or v3)

The Contractor shall furnish and install a terminal server in existing and proposed field cabinets as shown per the plans. Installation shall include configuration of SNMP to interface with CFX's existing network management system.

683-2.3 Ethernet Media Converter

The Ethernet Media Converter shall be the Control- RocketLinx Model: ES8105F-S-XT Part Number: 32028-9 (Single-Mode). The Contractor shall utilize an Ethernet Media Converter when twisted pair cabling extends over 250' to ensure signal integrity between GEFS and end point equipment. The media converter must allow the transition from twisted pair and optical fiber providing a fully functional system. The media converter shall meet the following functional requirements:

- UL 1604 Class 1, Division 2 (CID2) certified for use in hazardous locations
- Alarms for power and port link failure by relay output
- Utilize single mode SC connectors for optical and RJ-45 for Cat5e connection
- Ethernet ports shall be a minimum of four (4) RJ-45- 10/100 Base-TX and Fiber port shall be one (1) - 100 Base-FX (supports SM or MM), Auto-negotiation, Auto-MDI/MDIX
- Meets standards IEEE 802.3 10Base-T and IEEE 802.3U 100Base-TX/FX
- 3.2Gbs Switch Fabric
- Environmentally hardened with operating temperature: $\geq 75^{\circ}\text{C}$ (167°F)
- AC or DC power input (18 to 32VDC or 18 to 27VAC)

The Contractor shall furnish and install an Ethernet Media Converter in existing and proposed field cabinets as shown per the plans. Installation shall include all work necessary to integrate the media converter into the CFX ITS System.

683-2.4 Gigabit Interface Converter (GBIC)

The Contractor shall supply all Gigabit Interface Converters (GBIC) as necessary to connect all Gigabit Ethernet Field Switches (GEFS) installed as part of this project.

GBICs shall meet the following minimum requirements:

- Fully compliant with the IEEE 802.3z 1000 Base-LX standard
- Operating temperature range of -34 to $+85^{\circ}\text{C}$
- Standard LX GBIC Type A
 - Minimum distance of 10km (6.2mi) at 1310nm over single mode fiber
 - Transmit optical power budget of -9 to -3 dBm
 - Receive optical power budget of -3 to -22 dBm
- Standard LX GBIC Type B
 - Minimum distance of 20km (15.5mi) at 1310nm over single mode fiber
 - Transmit optical power budget of -7 to +3 dBm
 - Receive optical power budget of -3 to -26 dBm
- Long Haul GBIC Type A

NOTE: When using long haul GBICs, the contractor shall supply attenuators, as necessary, to avoid saturating the receiver.

 - Minimum distance of 40km (24.8mi) at 1550 nm over single mode fiber.
 - Transmit optical power budget of -6 to 0 dBm
 - Receive optical power budget of 0 to -23 dBm
- Long Haul GBIC Type B

NOTE: When using long haul GBICs, the contractor shall supply attenuators, as necessary, to avoid saturating the receiver.

 - Minimum distance of 70km (43.5mi) at 1550 nm over single mode fiber.
 - Transmit optical power budget of 0 to 5 dBm
 - Receive optical power budget of 0 to -23 dBm

It is the Contractors responsibility to provide the correct size GBIC (SFP mini-GBIC) along with the correct distance GBIC (LX or ZX) for each GEFS installed. The GBICs Shall be

considered a necessary component of the GEFS and shall be provided with each GEFS to provide a fully functional unit.

683-2.5 Fiber Optic Patch Panel – 12 Port

683-2.5.1 Closet Connector and Splice Housing

The 12 port closet connector and splice housing is used to terminate 6 or 12 strand fiber optic drop cables located in field cabinets or mounted on a wall. The 12 port closet connector and splice housing shall incorporate two (2) splice trays and connector panels, and fiber optic pigtails. The closet connector and splice housing shall be Corning CCS-01U (cabinet mount) and Corning SPH-01P (wall mount) and shall meet the following functional requirements:

- 1 RU (1.75”) rack mountable housing
- Support at least two (2) splice trays
- Minimum capacity of 12 single mode type SC connectors

683-2.6 Fiber Optic Patch Panel – 72 Port

The 72 port fiber optic patch panel is inclusive of the closet connector housing, factory terminated pigtail modules, and closet splice housing.

683-2.6.1 Closet Connector Housing

The closet connector housing is used to terminate the 72 strand fiber optic backbone and feeder cables located in Mainline and Ramp toll plazas. The patch panel shall be Corning part number CCH-03U and shall meet the following functional requirements:

- 4 RU (7.0”) rack mountable connector housing
- Twelve (12) slots that can be populated with factory terminated pigtails outlined in Section 683-2.6.2
- Include a minimum of six (6) cat 2s splice trays

683-2.6.2 Factory Terminated Pigtails

The 12 port factory terminated pigtails are used to populate up to six (6) slots on the Closet Connector Housing. Each 12-strand pigtail bundle shall be spliced to only one buffer tube of the 72-count fiber optic cable. The factory terminated pigtails shall consist of a Corning closet connector housing panel, Corning part number CCH-CP12-59 and 12 color coded factory terminated pigtails. The factory terminated pigtails shall meet the following requirements:

- 12-port SC duplex connectors
- Single mode fiber pigtails
- Factory installed and tested

683-2.6.3 *Fiber Optic Jumper*

Use fiber optic jumper shall be cut to length shall include ST, SC, or LC connectors as need to connect the equipment. All fiber jumpers shall meet the following requirements:

- Single Mode
- Factory terminated connector
- Preradiuses Ceramic Ferrule
- Insertion loss maximum of $\leq 0.3\text{dB}$
- Reflectance typical $\leq -58\text{dB}$
- Connector tip polish UPC
- Cable outer diameter 2.8 mm
- Minimum pull out strength of 50 pounds
- Meet TIA/EIA-568-A and TIA/EIA-604 connector standards

683-2.7 Spare Parts Kit

Spare Parts Kits for Communications Systems Auxiliary shall be required where this pay-item is shown on the plans and shall be paid as shown in Section **683-11, BASIS OF PAYMENT**. All parts shall be new.

683-3 CONSTRUCTION REQUIREMENTS

The Contractor shall install a GEFS unit in each ITS cabinet as designated on the plans. The GEFS shall be physically installed in designated cabinets and interconnected to ITS cabinet power as indicated on plans. Local communications interconnect cables, in accordance with interface standards and associated cable standards (see EIA/TIA 568B) shall be provided and installed by the Contractor. Fiber drop cables, installed by the Contractor shall be interconnected to the GEFS in accordance with plans.

683-4 INSTALLATION, INTEGRATION, AND TESTING

The Contractor shall provide a detailed installation plan to CFX for review and approval to include installation of the following:

- Outside plant fiber optic cable
- Fiber optic jumper cables
- Category 5(e) / Category 6 cabling
- Power cabling

Also included shall be rack elevation diagrams depicting the location of overhead ladder rack and non-metallic cable tray systems, where applicable, and field cabinets.

Fiber optic patch panels furnished and installed under this specification shall conform to the requirements of Section 633.

683-4.1 Fiber Optic Patch Jumpers

All patch jumpers that span more than a single equipment rack shall be installed in a non-metallic fiber optic cable tray. Fiber optic patch jumpers shall be placed neatly in the cable tray, and may only be bundled using Velcro strips. All fiber optic slack loops present in the cable tray shall maintain the minimum bend radius per manufacturer specification. The Contractor shall submit cut-sheets of the fiber optic cable tray to CFX for review and approval prior to installation.

In the field cabinets, except when using pre-terminated patch panels, fiber optic drop cables (specification 633) shall be terminated and attached to the patch panel. Fiber optic patch jumpers shall then be run to the two 1000 Mbps optical Ethernet ports.

All fiber optic patch jumpers shall be labeled using the connection list as provided in the plan set. The Contractor shall submit a label type and manufacturer to CFX for review and approval. Reference CFX cable labeling standard for additional details.

683-4.2 Interconnect Cabling

Field Cabinet cable management shall also be submitted for review and approval by CFX. All cabling in the cabinet shall be secured using tie-wraps, wax coated string, or Velcro strips. Cables shall not be permitted to hang loosely and unsecured.

All cabling between communication ports of interconnected electronic devices and 10/100BaseT ports of the GEFS shall be supplied by the Contractor. Cable standards in accordance with EIA/TIA 568B and IEEE 802.3 standards shall be utilized. This includes CAT 5(e) cable for copper interconnections. The 10/100BaseT interconnect cables shall be terminated on each end with RJ-45 (male) connectors. Each cable shall be permanently marked as to function and mating connector. Interconnect cables shall include a minimum 1 meter of slack cable to facilitate rearrangement of equipment within the cabinet, should it be required. Cables shall be neatly arranged in the cabinet and shall be installed to prevent stress on the connectors.

All 1000 BaseT copper Ethernet connections shall be installed using Category 6 (Cat 6) cable. Cat 5e or Cat 6 is acceptable for 10/100 speeds.

683-4.3 Integration

Contractor shall submit to CFX an Integration Plan for approval that details how the Contractor will integrate equipment into existing field cabinets. The Integration Plan shall contain detailed downtime estimates to install the terminal servers, patch panels, and Gigabit Ethernet Field Switches. Plan shall minimize downtime for individual field devices (not to exceed 4 hours without CFX approval). Plan shall also provide ability to return the field device to normal operating conditions in the event a particular field device is not operational after a pre-determined period of downtime.

Costs for all integration work shall be incidental to the pay item.

683-4.4 Testing

Prior to installation in the field cabinet the GEFS shall be pre-tested and inspected. The Contractor shall not install defective equipment. Records of pre-installation testing shall be provided to CFX, upon completion of testing, if requested by CFX. Test shall be performed using a test procedure pre-approved by CFX. Test procedure shall verify that GEFS communications functions are properly working per specification and that there is no evidence of poor workmanship or damaged materials. CFX or its designated representative shall witness and verify via signature that the tests were successfully performed. Testing shall verify that required documentation for the GEFS is delivered including product operations and maintenance manuals and the required product Certificate of Compliance. The Contractor's quality assurance supervisor shall notify CFX when the installation has been pre-tested and the installation is ready for formal testing for measurement. Records of pre-testing in accordance with the approved test procedure shall be made available to CFX upon request. Should evidence of successful pre-testing not exist and the test fails, the Contractor shall be responsible for additional testing cost encountered by CFX. All testing plans shall be submitted to CFX for approval 21 days prior to beginning and testing of the devices installed as part of this project.

683-5 MATERIALS – POWER AND SUPPORT EQUIPMENT

683-5.1 Uninterruptible Power Supply System

The Contractor shall furnish and install an Uninterruptible Power Supply (UPS) System, including a power transfer switch in each field cabinet. The Alpha FXM 650 shall be furnished and installed by the Contractor.

The UPS shall be equipped with enough battery life with sufficient capacity to hold the local hub's electrical load for four (4) hours (not including hub GFCI outlet). The UPS shall meet the following requirements:

- Input Voltage Range: 85 to 175 VAC (for 120 VAC) 150 to 328 VAC (for 230 VAC)
- Output Voltage Regulation: +/- 10% over full input voltage range
- Transfer Time: <5ms
- Pure sine wave output
- Operating temperature range of -40 to 74°C (-40 to 165°F)
- Total equipment space utilization shall not exceed 8 Rack RUs
- The depth of the UPS shall not exceed the maximum allowable depth for equipment in the field cabinet
- The unit shall communicate via an Ethernet port
- The unit shall support SNMP protocol
- The UPS shall be controllable by Ethernet SNMP cards

- Batteries shall be the AlphaCell 150 XTV AGM or CFX approved equivalent valve regulated lead acid battery.

683-5.2 Remote Power Manager (RPM)

The Contractor shall furnish and install an ITS Commander part number; 1RU8126MS-001 remote power management panel which supplies eight (8) 120 VAC outlets and includes its own environmental management system. The unit shall be fully compatible and interoperable with the UPS unit the power manager system is integrated to. The unit shall have the following features:

- The outlet panel must be remote controllable, per outlet, to allow operators to turn off/on individual power ports via manufacturer provided software or web interface
- The unit shall support SNMP protocol. SNMP traps shall be repeatable on a user defined basis.
- Each outlet shall be labeled in the user interface to reflect the proper device is connected to the appropriate outlet.
- The outlet port for the local switch shall be configured to Safe Reboot mode
- Temperature: -30 to 165 °F (-34 to 74 °C), +/- 0.5 °C
- Humidity Monitoring Range: 0% to 95%
- Door Alarm Sensor
- Battery Voltage Sensor (0 to 60 volts)
- SPD Sensor
- Relay inputs 12 position
- Analog input 4 position

683-5.3 Spare Parts Kit

Spare Parts Kits for Power Systems Auxiliary shall be required where this pay-item is shown on the plans and shall be paid as shown in Section **683-11, BASIS OF PAYMENT**. All parts shall be new.

683-6 COMMUNICATION RACK INSTALLTION

The Contractor shall furnish and install a standard 19 inch Communications Rack whenever a new Mainline or Ramp Plaza is constructed or in accordance with the Plans. The communications rack shall be manufactured by Chatsworth Products Inc. (CPI-55053-703) or CFX approved equal.

- The rack shall have a 20.3"W x 15"D footprint.
- The rack shall have a total capacity of 45 Rack Units (RU) with 1 RU hole spacing.
- The communications rack shall be capable of holding 1,000 lb of equipment and shall be UL Listed.
- Two-post racks must be secured to the building structure. If a raised floor is used the communication rack shall be bolted to the structural floor of the building, not the raised floor tiles. The communications rack shall have pre-punched base angles so that the contractor can attach the rack to the floor using an installation

kit for wood (Part #: CPI-40604-001), slab (Part #: CPI-40607-001) or raised floors (Part #: CPI-10629-119).

For Mainline toll plazas, the Contractor shall furnish and install a total of two (2) vertical, and two (2) horizontal cable management systems in the communications rack. The Contractor shall furnish and install two (2) Rack Mounted Power Strips in the communications rack (Part #: CPI-12816-707) or CFX approved equal.

For Ramp toll plazas, the contractor shall furnish and install a total of two (2) vertical, and one (1) horizontal cable management systems in the communications rack. The contractor shall furnish and install one (1) Rack Mounted Power Strips in the communications rack (Part #: CPI-12816-707) or CFX approved equal.

The power strip shall meet the following requirements:

- 19" Rack-Mount Power Strips will attach to the 19" wide EIA Rack
- The rack mounted power strip shall contain a minimum of 8 electrical outlets
- 19" Rack-Mount Power Strips shall use only one RU vertical space to allow multiple pieces of equipment to share a single power connection.
- The Power strips shall be equipped with optional circuit breakers and surge-protection.

The cable management and power strip(s) shall be considered incidental to the rack installation pay item.

683-7 CONFIGURATION AND INTEGRATION

The Contractor shall be responsible for configuration and integration of the UPS and RPM into the ITS system. Configuration shall include, but not be limited to, the following:

- IP address, subnet, and gateway (information supplied by CFX)
- System Identification Information (Location, ID #)
- Simple Network Time Protocol (SNTP)
- Simple Network Management Protocol version 3 (SNMP v1 or v3)

683-8 MEASUREMENT OF PAYMENT

The ITS System Auxiliary Devices shall be measured for payment as each unit is furnished, installed, warranted, made fully operational and tested.

683-9 BASIS OF PAYMENT

The unit price bid for each unit shall include the cost of furnishing all labor, materials and tools and equipment necessary to complete the work. Miscellaneous hardware required at any location shall be included under these Bid Items and shall not be paid for separately. Payment for training (not including the pre-qualification requirements of TSP 600), warranty, documentation and testing specified herein shall be included under the following items:

683-101	Gigabit Ethernet Field Switch (F&I) (EA)
683-102	Hardened Terminal Server (F&I) (EA)

- 683-103 Ethernet Media Converter (F&I) (EA)
- 683-104 Fiber Optic Patch Panel – 12 Port (F&I) (EA)
- 683-105 Fiber Optic Patch Panel – 72 Port (F&I) (EA)
- 683-106 Cut-To-Length Fiber Optic Jumper (F&I) (EA)

- 683-201 Uninterruptible Power Supply (F&I) EA
- 683-202 Remote Power Manager/Environmental Sensor (F&I) EA
- 683-203 Communication Rack Installation (F&I) EA

Payment for spare parts shall be full compensation for the spare parts listed below for the Communications Systems Auxiliary. The components shall be approved by CFX.

- 683-101 SP Gigabit Ethernet Field Switch (Furnish Only) (EA)
- 683-102 SP Hardened Terminal Server (Furnish Only) (EA)
- 683-103 SP Ethernet Media Converter (Furnish Only) (EA)

Payment for spare parts shall be full compensation for the spare parts below for the Power Systems Auxiliary. The components shall be approved by CFX.

- 683-201 SP Uninterruptible Power Supply with two (2) Batteries (Furnish Only) (EA)
- 683-202 SP Remote Power Manager/Environmental Sensor ITS Commander part number; 1RU8126MS-001 (Furnish Only) (EA)

END OF SECTION 683

APPENDIX H
SECTION 612
GEOLOCATION AND DOCUMENTATION OF EQUIPMENT AND
INFRASTRUCTURE

612-1 DESCRIPTION

Contractor shall geo-locate all Intelligent Transportation System (ITS) equipment and supporting infrastructure installed or relocated in accordance with this specification. Documentation as described in the following sections shall be provided for integration into the CFX's OSPInSight Geographic Information System (GIS). ITS equipment and supporting infrastructure shall include but is not limited to the following:

- Closed-Circuit Television (CCTV) Camera Poles
- Traffic Monitoring Station (TMS) Poles
- Poles and/or Structures equipped with Data Collection Sensors (DCS)
- Dynamic Message Sign (DMS) structures
- Wrong Way Driving Equipment and RRFB signs (WWD)
- Equipment cabinets (pole-mounted and base mounted)
- Pull boxes (power and fiber optic)
- Fiber Optic Manholes (FOMH)
- Conduit (power, fiber optic, and data)
- Power meters and power service locations

612-2 GEOLOCATION AND DOCUMENTATION GENERAL

Contractor shall utilize equipment to geo-locate the ITS and provide documentation that meets the following requirements:

- Accuracy for locations of surface-visible features, material, and equipment shall be within 2 feet or better. GPS coordinate data shall be corrected in the unit using real-time correction (coast guard beacon, Virtual Reference Station, or equivalent) or through post-processing (Continually Operation Reference Station or equivalent).
- Data shall be collected using a Position Dilution of Position (PDOP) mask of four (4) or less. Mission planning to verify estimated PDOP for data collection days is recommended. Data for each point shall be collected using 30-point data averaging. Each data point shall be collected using a minimum of four (4) acquired satellites.
- The GPS datum used shall be approved in advance by CFX and clearly indicated in the documentation summary.

- Capture of asset information directly into the GIS unit (using TerraSync (Trimble) or equivalent) is recommended. The GIS unit should utilize a dropdown system as shown in the following Drop-Down List:

<i>GPS Drop-Down List</i>	
Location	Aerial Splice
	Cabinet Base Mounted
	Cabinet on Camera Pole
	Cabinet on DMS Structure
	Cabinet Pole Mounted
	DMS Structure
	Electric Disconnect
	Electric Breaker
	Electric Meter
	Electrical Pull Box
	Fiber Locate
	Fiber Locate Drop Cable
	Fiber Pull Box
	Fiber Pull Box w/splice
	FOMH
	FOMH w/splice
	Other
	Pole
	Power Locate
Type	336 ITS Cabinet
	336S ITS Cabinet
	334 ITS Cabinet
	Southern Mfg. #3 24 inch
	EPB 14" x 23"
	EPB 18" x 18"
	FPB 12" x 18"
	FPB 24" x 36"
	36" round Metal
	39" round Composite
More Info	Used for additional location notes
Page Reference	Data Collection Form Serial Number
Date	collected by default

- GPS data shall include Latitude, Longitude, Elevation, in decimal degrees to the 6th place.
- Geo-locate data shall be compiled and submitted to CFX in a Map.Info compatible format.
- “Locations” shall be defined as those points required to be tagged with GPS coordinates and will consist of: pull boxes; manholes; splice vaults; ITS device cabinets; enclosures; mainline toll plaza buildings; ramp plaza buildings; ITS power services, ITS power conduit, and ITS power pull boxes; any other location where the conduit is broken or makes a change in direction greater than 45°.

612-3 FIBER OPTIC NETWORK (FON) DOCUMENTATION

Contractor shall provide a written documentation and accompanying diagrams indicating used and available conduit in each “Location” as defined above. Diagrams shall indicate size/type of location, direction of egress, conduit size and whether occupied or empty. Utilized conduit shall indicate the ID of the cable/cables occupying the conduit. Backbone manholes under the paved shoulder should have an existing stub out for future use. The location and orientation of these stub outs shall be included in the “location” detail diagrams.

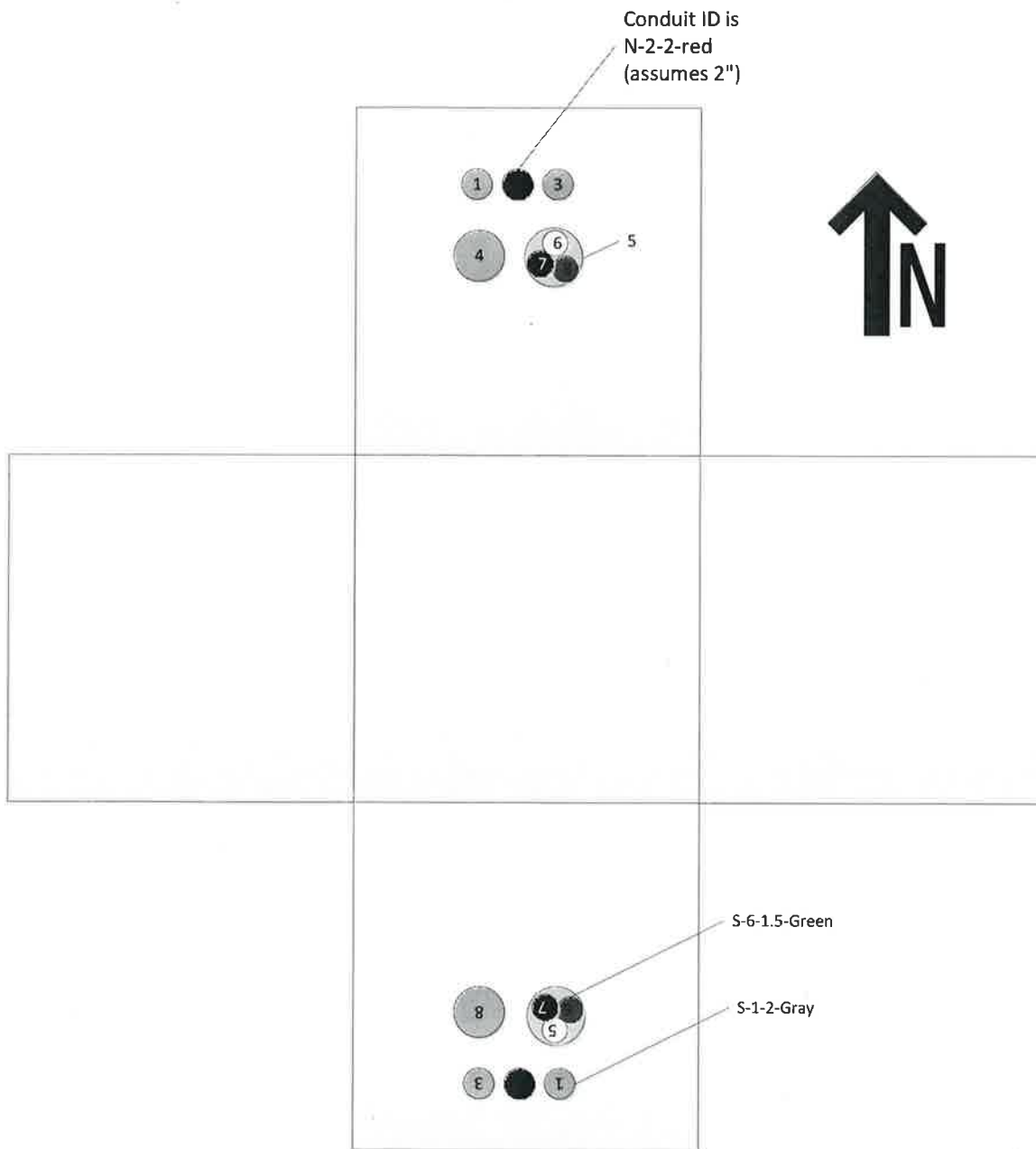
When collecting coordinate data for installed underground conduit, the contractor shall collect coordinate data shots at each manhole, pull box, and conduit bend along the conduit route. The distance between GPS points shall not exceed 100’. If a bend exists within the 100’ spacing, an intermediate GPS point shall be collected at the location of the bend to accurately dimension the conduit path.

Contractor shall submit a sample diagram and worksheet for approval by CFX prior to commencing “location” reviews. A butterfly type diagram, as shown in Figure 1, is recommended, but others will be considered. The “location” detail diagrams shall include a north arrow indicator and show conduit ingress/egress with labeling using a format of:

- Side of “location” – Conduit # counting from left to right and top to bottom – conduit size – conduit color.

The worksheets on the following pages should be used to collect all the necessary information for entry into the OSPInsight database.

Figure 1: Sample Butterfly Diagram



Pull Box / Manhole Information Worksheet										
Tech:					Date:			Time:		
Pre-Entry Test Results:		Oxygen: 20.8		LEL/LFL: 0			Toxic Vapor: 0			
Note any deficiencies and general condition of Tone Wire, Ground Rod and Wire Nut: No tone wire.										
Ducts										
Dir.	No.	Size	Color	Tone		Dir.	No.	Size	Color	Tone
N	1	1"	Wh			S	1	1"	Sl	
N	2	1"	Rd			S	2	1"	Wh	
N	3	1"	Yl			S	3	1"	Gr	
N	4	1"	Gr			S	4	1"	Yl	
N	5	1"	Or			S	5	1"	Gr	
N	6	1"	Br			S	6	1"	Or	
N	7	1"	Bl			S	7	1"	Bk	
Cables										
Manufacturer		Strands	Date	Footage at Duct	Duct	Footage at Enclosure		Duct or Enclosure		
Siecor		72	07-99	16640'	N51Or	16722'		S61Or		
Corning		72	05-06	18466'	N71Bl	18562'		Enc.		
Corning		72	05-06	18674'	S81Bl	18578'		Enc.		
Corning		12	07-11	009722'	N91Or	009810'		Enc.		

612-4 SPLICE ENCLOSURE DOCUMENTATION

Splice enclosure shall be defined as and include:

- Manhole/Pull Box splice enclosure shall include any splice enclosures that are designed for outside plant use.
- Rack splice enclosures and associated patch panels shall be considered a single entity and include splice trays, pigtails, bulk heads and all terminations/splices.
- Any fiber termination point located inside of a DMS housing.

Required documentation of splice enclosures shall consist of:

- Splice enclosure ID in a format to be provided by CFX at a kick off meeting.
- "Location" of splice enclosure.
- Manufacturer of enclosure and type of splices or terminations used.
- Number of splice trays present.
- Number of splices present.
- Splice configuration including both written summation and diagram.
- Splice detail sheets for the splice housing showing every existing splice or termination present in the splice housing and every existing fiber optic cable and buffer tube present in the splice housing, whether terminated or un-terminated.
- The documentation shall include the date and time of the inventory, location identification number, splice housing identification number, and the name, company, and contact information of the technician performing each inventory. Contractor shall coordinate with CFX for an approved naming convention for these ID numbers.
- All digital photos with date and timestamp shall be clear, properly exposed, and in focus. Identification tags and labels shown in each photo shall be legible. Photographs shall be taken at a minimum resolution of 5 megapixels (2592x1944). All digital photos shall be provided on disk (either CD or data DVD) to CFX. Each file name shall be logical, unique, and descriptive, allowing CFX staff to identify the location and content of the photo from the file name. Image files shall be sorted into electronic folders to allow CFX staff to easily locate photos by location. Each digital photo shall also be electronically geotagged with embedded latitude and longitude information by using a camera equipped with a built-in GPS receiver. The latitude and longitude of each photo shall be added to each photo's EXIF data to allow the photos to be used with mapping services such as Google Earth. Commercial grade cameras with built-in GPS receivers (such as the Casio Exilim EX-H20G, Panasonic Lumix DMC-ZS20, Sony Cyber-shot DSC-HX100V, Canon PowerShot SX260 HS, or CFX-approved equivalent) are acceptable for taking photographs of fiber optic inventory components. However, the GPS data obtained from these photographs shall not be used as geolocation information for features in the OSP Insight software.
- The following Splice Information Worksheet has been included to assist with documenting any splices between fiber optic cables.

Splice Information Worksheet			Enclosure Mfg: Corning Model: SCF-6C22		GPS Reference	3468
Comments: Bl, Or, Br, Sl, & Wh tubes uncut (mid-entry splice)						
From Cable:			To Cable:			Tray
Mfg: Date: Footage: Strands	Fiber Numbers	Buffer (Fibers)	Mfg: Date: Footage: Strands	Fiber Numbers	Buffer(Fibers)	T R A Y
Corning 07-11 009722' 12	1-4	Bl(Bl-Br)	Corning 05-06 18562' 72	25-28	Gr(Bl-Br)	1
Corning 07-11 009722' 12	7-10	Bl(Rd-Vi)	Corning 05-06 18578' 72	25-28	Gr(Bl-Br)	1
Corning 05-06 18562' 72	29-36	Gr(Sl-Aq)	Corning 05-06 18562' 72	29-36	Gr(Sl-Aq)	1

612-5 IN-PLANT DOCUMENTATION

Contractor shall document all In-Plant Equipment including the following:

- Patch Panels
- Communication Equipment
- Power Equipment
- Communication Connections between Equipment
- Cable Terminations
- Fiber and Power Entry

The worksheets on the following pages have been included to assist with the collection of data for In-Plant Documentation.

Patch Panels Worksheet												
A	Manufacturer: Corning							Model CCH-01U				
	Columns: 2				Rows: 1			Orientation: H				
	A:	B:	C:	D:	E:	F:	G:	H:	J:	K:	L:	M:
	12 SC	0										
B	Manufacturer:							Model				
	Columns:				Rows:			Orientation:				
	A:	B:	C:	D:	E:	F:	G:	H:	J:	K:	L:	M:

Equipment Worksheet					
Name/Mfg.	Model	Serial Number	Optical Pairs	Ethernet Ports	Serial Ports
Digi	TSHMEI	E22265016		1	4
Internet Power Mgmt	1601	ED15110500163		1	
SuperGoose II	SuperGoose II	GU12050054		1	
Rugged Com	RS900G	R900G-1206-1050	2 pair	8	
MinuteMan	ED2000RM2U	DJ5111090021		1	
Zone Barrier	24540			2	

Note any fiber connected directly to equipment or the front of patch panels.							
Mfg/Date/Footage	Strands	Tubes			Equipment		
					Ports	Device	
			Fiber		Patch Panel		
Numbers	Buffer(Fiber)	Module	Positions	Panel			

Fiber and Power Entry			
Use	Conduit	Size	Direction
Fiber	Rigid	1"	to UG
Electric	Rigid	2"	To UG

Cross Connects (fiber patches)				
Patch Panel	Jack		Equipment or Panel / Module	Port or Jack
	Module	Position		
A	A	1,2	RS900G	9
A	A	7,8	RS900G	10

Cable Termination Information: Note where Pigtails and Fanout Kits are used									
Mfg/Type/Date	Strands/tube	Tubes	Direction/Footage	F.O./Pigtail	Fiber		Jack		Panel
					Fiber number	Color	module	Positions	
Corning/12sm/07-11	12	1	Drop 009556'	FO	1-12	Bl(Bl-Wh)	A	1-12	A

Patches between Equipment (Serial and Ethernet)				
Equipment	Port	Equipment	Port	Ethernet Optical
RS900G	1	Minuteman	1	E
RS900G	2	Internet Pwr Mgmt	1	E
RS900G	4	Digi	1	E
RS900G	7	SuperGoose II	1	E
RS900G	6	Zone Barrier	1	E

612-6 OSPInsight Reference Tables

The following tables detail the different components of OSPInsight and the standard fields involved with the program.

- Access Point (e.g. pull box, cabinet, manhole)
- Building (e.g. toll plaza, CFX headquarters)
- Cable Span (e.g. fiber optic, power, data, locate)
- Ducts
- Equipment (e.g. switch, UPS, media converter)
- Equipment Hardware (ports, modules, jacks)
- Innerduct
- Patch Hardware (e.g. patch cord)

- Pole Attachments (e.g. CCTV camera, DCS, TMS)
- Poles (e.g. DMS, CCTV camera, TMS)
- Rack (e.g. server, communication, electrical)
- Splice Hardware (e.g. splice enclosure, splice tray)
- Splice (e.g. fiber splice diagram)
- Superduct
- Termination Point Hardware (e.g. connector panel)
- Termination Point (e.g. patch panel, load center)

<u>ACCESS POINT</u>		
		<u>Description</u>
1	Name	The name of the access point.
2	Street	The main roadway the access point is located along
3	County	The county the access point is located
4	Address_Notes	Use this field to include any notes about access point location
5	Placement	The placement of the access point - underground, aboveground, etc
6	Type	The type of access point - manhole, handhole, vault, pole box, cabinet, etc
7	Type_Size	The size of the access point. (Example 5' x 5' x 8')
8	Owner	Select the owner of the access point from the drop-down selection list
9	Audit_Date	Enter the audit date of the access point
10	GPS_Reference	Reference number to Collection Data
11	GPS_Latitude	Enter the Latitude (or X) coordinate of the access point
12	GPS_Longitude	Enter the Longitude (or Y) coordinate of the access point
13	Comments	Use this field to make any comments about the object. (Example: manhole flooded, bring pump, etc.)
14	Platemarking	This is the mark used to identify the company's equipment. If don't know, type unk or none if no marking exist.
15	Update_time	Enter the date and time of update
16	Update_user	Enter the user conducting the update
17	Stage	Designate the status or stage of the work order, e.g., pre-post, existing, complete, etc. from the drop down selection list
18	Install_Company	Select the company that installed the access point from the drop-down selection list
19	Work_Order_ID	Select the work order number from the drop down selection list
20	Install_Date	Select the date from the calendar or enter the year, month, and day

<u>BUILDING</u>		
		<u>Description</u>
1	Name	The name of the building
2	Street	The main roadway the access point is located along
3	City	The county the access point is located
4	State	Use this field to include any notes about access point location
5	Address_Notes	Use this field to include any notes about building point location.
6	Typ	This field indicates the type of service to the building, i.e. on-net or off-net, hub, etc.
7	GPS_Latitude	Enter the Latitude (or X) coordinate of the building.
8	GPS_Longitude	Enter the Longitude (or Y) coordinate of the building.
9	Comments	Use this field to make any comments about this building. (Example: Contact name, telephone numbers, etc.)
10	Owner	Select the owner of the building from the drop-down selection list.
11	Update_Time	Enter the date and time of update.
12	Update_User	Enter the user conducting the update.
13	Key Type	The type of key used to unlock the building
14	Audit_Date	Enter the audit date of the building.
15	GPS_Reference	Reference number to Collection Data
16	CFX_Prior_Name	Prior building name if it has changed
17	Station	Enter the station of the building
18	Stage	Designate the status or stage of the work order, i.e., pre-post, exisiting, complete, etc. from the drop down selection list.
19	Basements	Use the Basements field to record the number of basements in the building.
20	Diverse_Entries	This field indicates the number of diverse cable entries entering the building.
21	Install_Company	Select the company of the building from the drop-down selection list.
22	Work_Order_ID	Select the work order number from the drop down selection list.
23	Floors	Use the Floors field to record the number of floors in the building.
24	Install_Date	year, month, and day.

<u>CABLE</u>		
		<u>Description</u>
1	Length	Length is calculated by OSPInSight utilizing conduit length. Slack should be noted for inclusion in calculations
2	Span_Type_ID	Type of cable (e.g. Corning 72 SM, #2 AWG XHHW Copper)
3	Locate_ID	Use this field to type a specific identifier about this cable span. (Example: MH 100 to MH 101)
4	Units	Units are the "unit of measurement" use to measure this span. (Example: feet (ft) and meters (m) are available units.)
5	Owner	Select the owner of the cable from the drop-down selection list.
6	Mfg_Date	Enter the manufacturer date.
7	Designated	Use the Designated field to indicate if this cable span has been designated as part of the primary ring (backbone), feeder or a drop.
8	Comments	Enter any applicable comments about the cable span.
9	Install_Comments	Use the Install Comments field to record any additional important information about the installation of the cable span.
10	Stage	Select the stage from the selection list, i.e., pre-post, existing, complete, etc.
11	Update_Time	Enter the date and time of update.
12	Medium	Type of cable (e.g. fiber, power, communication)
13	Reel_ID	Enter the Reel ID number from the reel this cable came from. Values for Reel ID are entered in the Materials/Hardware Editor. Once you have selected a span type, the selection list will be limited to only those reels that are that specific type. If a Reel ID has already been defined, choose the correct Reel ID for this cable. You can enter a new reel into the materials database by clicking the Edit Item option in the Reel selection list.
14	Install_Company	Select the company that installed the cable from the drop-down selection list.
15	Work_Order_ID	Select the work order number from the drop down selection list.
16	Update_User	Enter the user conducting the update.
17	Install_Date	Select the date from the calendar or enter the year, month, and day.

<u>PATCH HARDWARE</u>		
		<u>Description</u>
1	Patch_Type_ID	
2	Description	Enter a description or name of the patch cord.
3	Manufacturer	Enter the name of the manufacturer of the patch cord.
4	Model_Number	Enter the model number of the patch cord.

<u>DUCTS</u>		
		<u>Description</u>
1	Name	Enter the duct bank identification number or name in the Name field.
2	Owner	Enter the owner name of the duct bank.
3	Placement	Select the placement of the duct bank, i.e., underground, aboveground, aerial, from the drop-down selection list.
4	Install_Company	Select the company that installed the duct bank from the drop-down selection list.
5	Stage	You can designate a stage or status of the work order, i.e., pre posted, existing, etc. from the drop-down selection list.
6	Start_Dir	Select from the selection list the direction or side of the location where the duct bank begins. (Example: select "E" if the duct bank begins or exits at the East side of the building.)
7	Start_Depth	Depth displays how deep the duct bank is at the start point, i.e., 3 ft, 4 ft, etc.
8	Start_Depth_Units	Enter the Units for the depth of the start point (i.e. feet or meters)
9	Start_Comments	Enter any comments regarding start point.
10	End_Dir	Select from the selection list the direction or side of the location where the duct bank ends. (Example: select "E" if the duct bank ends at the East side of the building.)
11	End_Depth	Depth displays how deep the duct bank is at the end point, i.e., 3 ft, 4 ft, etc.
12	End_Depth_Units	Enter the Units for the depth of the end point (i.e. feet or meters)
13	End_Comments	Enter any comments regarding end point.
14	Work_Order_ID	Select the work order associated to the installation of this duct bank from the selection list.
15	Tot_Length	Total Length will be calculated by OSPInSight from the points collected using GPS
16	Length_Units	OSPInSight will calculate the total length of the duct bank from the object dimensions on the map. Select the units that the length is to be displayed in, i.e., inches, feet, meters, etc.
17	N_Superducts	This field displays the number of superducts that exist in this duct bank. You can define the number of superducts and innerducts in the Cross-Section tab of this editor.
18	N_InnerDucts	This field displays the number of innerducts that exist in this duct bank. You can define the number of innerducts and superducts in the Cross-Section tab of this editor.

19	Update_Time	Enter the date and time of update.
20	Update_User	Enter the user conducting the update.
<u>DUCTS (CONTINUED)</u>		
21	Start_Place_Type	Select the type of object where the duct bank begins, i.e., access point, building, etc. OSPInSight will automatically populate this field if you begin drawing the duct bank by clicking on this object. You can change it if you desire.
22	Start_Place	Enter the starting place for the duct (e.g. MH 101, FOPB-417-23.2 SB)
23	End_Place_Type	Select the type of object where the duct bank ends, i.e., access point, building, etc. OSPInSight will automatically populate this field if you end drawing the duct bank by clicking on this object. You can change it if you desire.
24	End_Place	Enter the ending place for the duct (e.g. MH 101, FOPB-417-23.2 SB)
25	Install_Date	Select the date from the calendar or enter the year, month, and day.

<u>SUPERDUCT</u>		
		<u>Description</u>
1	SuperDuct_ID	This is the ID of the superduct within the duct bank being displayed, both for the "A" or "B" sides.
2	Name	Type the name of or identifying information of the superduct.
3	DuctBank_ID	The Ductbank ID is a unique identifier created and assigned to the duct bank or trench object by OPSInSight. This is the number that MapInfo uses to relate the duct bank object in the map to the OSOPM database.
4	Owner	Enter the name of the owner of the superduct.
5	Lessee	Enter the name of the lessee of the superduct. (Optional)
6	Diameter	Enter the diameter of the superduct.
7	Diameter_Units	Enter the unit of measurement of the superduct.
8	Gauge	Enter the gauge of the superduct, i.e., 40 gauge.
9	Material	Enter the material the superduct is made of, i.e., pipe, concrete, PVC, etc.
10	Update_Time	Enter the date and time of update.
11	Update_User	Enter the user conducting the update.

<u>INNERDUCT</u>		
		<u>Description</u>
1	DuctBank_ID	The Ductbank ID is a unique identifier created and assigned to the duct bank or trench object by OPSInSight. This is the number that MapInfo uses to relate the duct bank object in the map to the OSOPM database.
2	SuperDuct_ID	This is the ID of the superduct within the duct bank being displayed, both for the "A" or "B" sides.
3	Color	Enter the color of the innerduct. (It does not have to be a color; it can be some other identifier.)
4	Diameter	Enter the diameter of the innerduct, 1 in., 2 in., 3 in., etc.
5	Diameter_Units	Enter the diameter units - inches or centimeters.
6	Gauge	Enter the gauge of the innerduct, i.e., 10 gauge.
7	Comments	Enter any comments that apply to this innerduct.
8	Span_ID	Enter the SpanID of the span that is associated to the innerduct within the superduct. This is optional, but is a good way to track what spans are associated to particular innerducts.
9	Owner	Enter the name of the owner of the innerduct.
10	Lessee	Enter the name of the lessee of the innerduct. (Optional)
11	Used	Check the option to designate whether or not the innerduct is used.
12	Typ	Enter the type of material the innerduct is made of, i.e., PVC, pipe, etc.
13	Update_Time	Enter the date and time of update.
14	Update_User	Enter the user conducting the update.

<u>EQUIPMENT</u>		
		<u>Description</u>
2	Name	Type the name of the equipment as you want to identify it in your network. You can name is anything you want but it should reflect the ring that the equipment is on. A generic name is generated by OSPInSight.
3	X_Table	Select the x_table - this is the type place object - building, access point, or pole.
5	X_ID	Select the place object - building, access point, or pole. The x_id is the unique identifier created and assigned to the place object by OSPInSight. In the example above, building is the object type selected, and the x_id is the specific building (Johnson Plaza) is now related to the equipment.
6	Product_Description	A description of the equipment.
7	Part_Number	The part number of the equipment.
8	Manufacturer	The name of the manufacturer of the equipment.
9	Product_Number	The product number of the equipment.
10	Voltage	The voltage required to power the equipment.
11	Current_Amps	AC/DC to power the equipment.
12	Heat	The amount of heat dissipation, i.e., 290 BTU/hr at 85 Watt.
13	Weight	The weight of the device.
14	Height	The dimensions of the equipment
15	Type_Designation	The Designation field allows you to designate the type of equipment.
16	Suffix	The suffix is used to further identify the equipment. You can use anything you like such as A and B, 1 and 2, TX and RX.
17	Asset_Number	The assigned asset number of the equipment.
18	Serial_Number	The product serial number of the equipment.
19	Room_ID	The room where the equipment is installed.
20	Rack_ID	The rack where the equipment is installed.
21	Rack_Unit	The position in the rack where the equipment is installed measured in "U's."
22	Orientation	The orientation of the equipment, i.e., vertical, horizontal, etc.
23	Slot	The slot in the rack where the equipment is installed.
24	Install_Company	Select the name of the company who installed the equipment from the drop-down selection list.

EQUIPMENT (CONTINUED)

25	Maint_Span	The Maint Span/Circuit ID number is a number used to identify the particular maintenance span or ring where equipment for a customer resides. It is the identifier used to identify the route of the network from hub to hub. For example, you can have a maintenance span with three different customers on the same span. The equipment that is associated with each of those customers is part of that circuit or maintenance span.
26	Work_Order_ID	Select the Work Order Number related to the installed equipment from the drop-down selection list.
27	Stage	Select the status or stage of the Work Order, i.e., pre-posted, existing, etc. from the drop-down selection list.
28	IP_Address	The IP address assigned to the equipment.
29	Update_Time	Enter the date and time of update.
30	Update_User	Enter the user conducting the update.
32	Purchase_Date	Date equipment was purchased.
33	Warranty	Description of the warranty.
34	Warrenty_Experiation_Date	Date the warranty expires.
35	Service_Contract	The entity that this service contract is through.
36	SNMP_Managed	"Yes" or "No" if this is managed over SNMP.
37	Operational_Gain	The difference between input and output provided by an amplifier.
38	Power	The power source, i.e., UPS, battery pack, protected circuit, generator, etc. Circuit type.
39	Elec_Circuit_ID	A designated circuit id - part of the physical facility.
40	Cost	Cost of the equipment.
41	Install_Date	Select the date from the calendar or enter the year, month, and day.

<u>POLES</u>		
		<u>Description</u>
1	Name	This field contains the pole identification name or number that your company uses to identify the pole. You can use the default name assigned by OSPInSight, or you can assign another name.
2	Typ	This field contains the type of material the pole is made of (wood, metal, etc.).
3	Owner	Select the owner of the pole from the drop-down selection list.
4	Owner_ID	The Owner ID field is used to record the owner's identification information for the pole, such as the identification number on the metal plate attached to the pole.
5	Lat	Enter the Latitude (or X) coordinate of the pole.
6	Lon	Enter the Longitude (or Y) coordinate of the pole.
7	Street	Enter the street address of the pole.
8	City	Enter the city of the pole.
12	Comments	This is a comments field for any comments that pertain to the pole.
13	Anchor	Select Yes or No to indicate if the pole is anchored to the ground with a cable, etc.
14	Height_Units	Enter the units of measurement in the Units field (feet, meters, etc.).
15	Height	Enter the pole height in the height field.
16	Class	The class field contains the class of the pole, i.e. Class 4.
17	Update_Time	Enter the date and time of update.
18	Update_User	Enter the user conducting the update.
19	Designation	Select the designation category from the drop-down selection list. Categories may be joint ownership, telco, power, etc.
20	Address_Notes	Enter any address notes in this field.
21	Install_Date	Select the date from the calendar or enter the year, month, and day.

<u>POLE ATTACHMENTS</u>		
		<u>Description</u>
1	Pole Name	This field contains the pole identification name or number that your company uses to identify the pole.
2	Attach_Height	Enter the height of the attachment on this pole.
3	Update_User	Enter the user conducting the update.
4	Update_Time	Enter the date and time of update.
5	Category	Enter the category of the attachment, (i.e., DCS, TMS, telco, catv, traffic, etc.).

6	Description	Enter the use of the cable attached to this pole. For example, cable, power, street light, etc.
7	Company	Enter the company name in the Company field.
8	Height_Units	the units of the height (feet or meters) of the attachment on this pole.

TERMINATION POINTS - (PATCH PANEL)

		<u>Description</u>
1	Name	This is the Name of the termination point. OSPInSight will suggest a default name. You can change the name at anytime.
2	Room_ID	Enter a room number or a description of where the termination is located in the building.
3	Fiber_Mng_Grid	The FiberMngGrid field contains the OSPInSight object number for the termination point. This is the unique identifier created by OSPInSight and links the termination point object in the map to the termination point data in OSPInSight database.
4	Install_Company	Select from the drop-down list the name of the company performing the installation.
5	Work_Order_ID	Enter the work order number for the termination point being installed.
6	Comments	Enter any comments that pertain to the termination point.
7	Update_Time	Enter the date and time of update.
8	Update_User	Enter the user conducting the update.
9	X_Table	This is the place object table where the termination point is located. For example, if you place the termination point inside of a building, the x_table field will be populated with "building" or if you place the termination point in an access point, then it will be populated with "access point," and if you have attached it to a pole, it will be populated with "pole."
10	X_ID	This is the place objectid table where the termination point is located. For example, if you place the termination point inside of a building, the x_id field will be populated with the place objectid of the building, or if you place the termination point in an access point, then it will be populated with place objectid of the access point, or if it was attached to a pole, it will be populated with the x_id of the pole.
11	Stage	You can designate the stage of the work order, i.e., pre-post, posted, etc. in the stage field.
12	Designation	The Designation field allows you to designate the type of termination point (i.e., node, fiber distribution panel, frame, pre-term panel, fiber manager, wall outlet, etc.) Populating this field allows you to group termination points in Data View by designation.

13	Rack_ID	This is the unique identifier assigned by OSPInSight.
14	Rack_Unit	The position in the rack where the equipment is installed measured in "U's".
15	Install_Date	Select the date from the calendar or enter the year, month, and day.

TERMINATION POINTS - (PATCH PANEL HARDWARE)

		<u>Description</u>
1	Name	This is the Name of the termination point. OSPInSight will suggest a default name. For example, Corning 24 Port. This is a termination type manufactured by Corning and has 24 ports.
2	Manufacturer	Enter the name of the manufacturer of the termination point type.
3	Model	Enter the model number of the termination point type.
4	Capacity	This field is automatically populated with the number of ports when you define the columns, rows, and positions.
5	Comments	Enter any additional comments about the termination point type.
6	Cols	The columns field defines how the fame will be displayed in the termination point.
7	Rows	The rows field defines how the fame will be displayed in the termination point.
8	Pos	The positions field defines how the fame will be displayed in the termination point.
9	Update_Time	Enter the date and time of update.
10	Update_User	Enter the user conducting the update.

SPLICE HARDWARE

		<u>Description</u>
1	Name	Enter the name of the splice point type in the Name field. Make the name as descriptive as possible so that the splice point type will be easily identifiable. For example, 3M 2176. This is a splice point type manufactured by 3M model number 2178.
2	Manufacturer	Enter the name of the manufacturer of the splice point type.
3	Casepn	Enter the Case or Part Number of the splice point type.
4	Otherpn	Enter any additional part number information for this splice point type.
5	Capacity	Enter the number of splices this splice point type can accommodate.
6	Number_Ports	Enter the number of ports where the cable comes into this splice point type.
7	Comments	This field contains additional comments about the splice point type.
8	Update_Time	Enter the date and time of update.
9	Update_User	Enter the user conducting the update.

<u>SPLICE</u>		
		<u>Description</u>
1	Enclosure_Name	The name of the splice enclosure that the splice is contained within
2	Name	The Name field is the name of the splice point. OSPInSight suggest a default name.
3	Splice_Comments	Use this field to make any comments about this splice point.
4	Enclosure_Comments	
5	Install_Company	Select the name of the company that installed the enclosure from the drop-down selection list.
6	Work_Order_ID	Select the Work Order number from the drop-down selection list.
7	Ports_Avail	Enter the number of ports still available in this splice point.
8	Trays_Used	Enter the number of trays used in this splice point.
9	Update_Time	Enter the date and time of update.
10	Update_User	Enter the user conducting the update.
11	X_Table	This field designates what type of place the splice point was installed in, i.e. building, access point, or pole.
12	X_ID	This is the objectid of the place object where the splice point is installed.
13	Stage	Select the stage of the work order, i.e., pre-post, post, complete, etc.
14	Install_Date	Select the date from the calendar or enter the year, month, and day.

612-7 Deliverables

The Contractor shall provide documentation that includes all necessary data in a format suitable for viewing. The Contractor shall deliver the documents electronically on CD-ROM or DVD-ROM so they can be incorporated by others into an existing OSPInSight database maintained by CFX. This documentation shall be provided 30 days prior to final acceptance to allow for review and acceptance by a designated CFX representative. The contractor shall respond with updated information within 14 days addressing comments provided by the CFX designated representative.

612-8 MEASUREMENT OF PAYMENT

The GIS Inventory will be measured for payment upon final acceptance of the GIS inventory by CFX.

612-9 BASIS OF PAYMENT

Payment for the geolocation and documentation of all items specified herein shall be included under this item.

612-100 Geolocation of ITS Equipment and Infrastructure (LS)

END OF SECTION 612

TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: October 23, 2018
SUBJECT: Maintenance of FON Infrastructure; RFP No. 001423 – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated September 2018, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages.

CHANGES TO PROPOSAL SUBMITTAL REQUIREMENTS

1. The first sentence of the second paragraph of Section 3.1, Technical Proposals, Section C, Firm Experience and Ability of Staff, **delete** “Network Operations Center Manager” and **replace** with “Senior Network Technician”.

CHANGES TO EXHIBIT “A” SCOPE OF SERVICES

2. The first sentence of the third paragraph of Section 2.2 Network troubleshooting, **delete** “Network Engineer or Network System Operations Specialist” and **replace** with “Senior Network Technician”.
3. **Delete** Section 8.2.2, Inside Plant Switch Technician, in its entirety and **replace** with the following:

“Section 8.2.2, Inside Plant Switch Technician

Troubleshooting of the FON Inside Plant equipment is essential to perform this Scope of Services. As such, the Contractor shall staff, or have available as a subcontractor, a minimum of one (1) Network Technician certified as an Extreme Certified Specialist (ECS) by Notice to Proceed. In addition, all essential network technicians shall possess a minimum of an ECS certification prior to logging into any Extreme Networks switches. **A minimum of one (1) Sr. Network Technician shall possess an Extreme Certified Network Associate (ECNA) certification within six (6) months after NTP is issued.** The Contractor shall submit the names and ECS / ECNA certification numbers of all Extreme Networks trained staff to CFX.”

RESPONSES TO QUESTIONS RECEIVED

Q001: What is the anticipated Notice to Proceed?

R: March 1, 2019

Q002: Please clarify the personnel requirements: The Technical Proposal Section C. Firm Experience and Ability of Staff requires a resume for a Network Operations Center Manager. Exhibit A Scope of Services (section 2.1) and the pre-proposal meeting indicate that the Remote Monitoring Services will be provided by CFX or their representative. Exhibit A Scope of Services (section 2.2) mentions a Network System Operations Specialist. Should the Network Operations Center Manager mentioned in the Staffing section be a Network System Operations Specialist?

R: See changes to Proposal Submittal Requirements and Exhibit "A", Scope of Services above.

Q003: Given that the scope of work does not include the physically connected, active monitoring of CFX network infrastructure, are the insurance requirements listed in Sections 8.6 Information Security; 8.7 Commercial Crime, and Section 8.8 Fiduciary Liability Insurances, still applicable to the bid/contract?"

R: Due to the possibility of a data breach, Section 8.6, Information Security Insurance is required. The scope currently does not include work that would require insurance as outlined in Sections 8.7, and 8.8, of the Agreement. However, Sections 8.7, and 8.8, of the Agreement are all prefaced with an applicability statement. If during the term of the Agreement, a written amendment to the Agreement is bilaterally executed by the parties of the Agreement that modifies the scope that would trigger the applicability of either or both of the aforementioned sections, the Contractor shall comply with the applicable insurance provision(s).

END OF ADDENDUM NO. 2

Exhibit B
METHOD OF COMPENSATION

1.0 PURPOSE

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

2.0 COMPENSATION

2.1 For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid a Maximum Limiting Amount of \$729,050.00.

3.0 METHOD OF COMPENSATION

3.1 Upon receipt of a notice from the Manager of Traffic Operations to begin work, the Contractor will be paid for work completed and accepted as follows:

3.1.1 For the Project Administration item (1), the Contractor will be paid on a monthly basis.

3.1.2 Payment for Item Nos. 2-8, Regular Labor (Hourly Rate) and Overtime Labor (Hourly Rate) will be made at the applicable hourly rates for authorized repair services.

3.1.3 Payment for Item No. 9, Material Allowance, will be made to cover the cost of FON improvements, permanent fiber optic cable repairs and rental equipment. Payment includes unloading and handling parts on site, overhead, profit and other expenses applicable. CFX does not guarantee that the full amount of the allowance will be used for the Contract. Any amount remaining in the allowance upon completion of the Contract will remain with CFX. Maximum mark-up for overhead, profit and other expenses shall not exceed 10%. Mark-up shall not include:

3.1.3.1 Payroll costs and other compensation of personnel employed by the Contractor whether at the site or in Contractor's principal or a branch office for management or administration of the work, including, but not limited to, (a) Contractor's officers, executives, principals, general managers, project managers, construction managers, estimators, schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, and (b) resident superintendents, nonworking foremen, field engineers and architects, safety personnel, timekeepers, and clerks.

3.1.3.2 Expenses of Contractor's principal, branch and site officers except as authorized in writing by CFX prior to proceeding with the work involved.

3.1.3.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work involved and charges for delinquent payments.

3.1.3.4 Costs due to the fault or negligence of Contractor, any subcontractor, directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to deposits to be lost, costs to correct defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

3.1.3.5 Market value of small tools used but not consumed which remain in the property of Contractor.

3.1.3.6 Costs associated with the preparation of Supplemental Agreements, Change Orders or Change Requests (whether or not ultimately authorized by CFX), or the preparation or filing of claims.

3.1.3.7 Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.

3.1.3.8 Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, or other similar methods.

3.1.3.9 Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a claim, dispute, or other matter relating to the acceptability of the work.

3.1.3.10 Other administrative expense or contingent costs of any kind, and the costs of any item not specifically and expressly included in this Scope of Services.

3.2 Payment for all items will be made following receipt and approval of a detailed invoice:

3.2.1 The invoices to be used, shall be provided on a Contractor's letterhead and shall identify the work performed, parts used, location of work completed, Contract number, work order number, and dates/times (start/completion).

3.2.2 The invoices shall list each pay item, with charges for each pay item as is

applicable for the service of the billing.

- 3.3 The Contractor shall prepare and submit duplicate invoices to CFX in a format acceptable to CFX.
- 3.4 The Contractor shall provide a statement with each pay request to CFX which certifies that the Contractor has disbursed to all subcontractors, laborers, and material suppliers having an interest in the Contract, their pro-rata shares of the payment out of previous payments received by the Contractor for all work completed and material furnished in the previous period. This certification shall be in the form designated by CFX. Subsequent payments to the Contractor will not be made until the Contractor furnishes the required certification unless the Contractor furnishes written notification of good cause for not making any required payment to both CFX and affected subcontractors, laborers, and material suppliers.
- 3.5 The Contractor will be paid for authorized service and repairs at the applicable hourly rate. Regular labor hours are defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. Overtime labor hours are defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all-day Saturdays, Sundays, and holidays. Parts necessary for this type of repair will be paid for under parts allowance as applicable.
- 3.6 As specified above, no overtime charges will be paid by CFX unless prior approval has been obtained by the Contractor.
- 3.7 No compensation will be paid separately for travel time, expenses or tolls. All travel time and travel expenses incurred by the Contractor shall be included in the compensation paid for the bid item for scheduled operation inspections and maintenance services, and the bid items for hourly rate for repairs.
- 3.8 CFX will pay the Contractor a 1 hour minimum for labor costs for repair calls at each location. Multiple repair orders at the same location per visit will be considered as a single repair call for the purpose of the 1-hour minimum charge. (A "location" includes all FON devices within a one (1) mile section of roadway in both directions.) For work performed at a location in excess of the 1 hour minimum, the Contractor's time will be pro-rated to CFX in quarter-hour increments.
- 3.9 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period

claiming such items for payment.

- 3.10 Any repair work resulting from negligence and/or reinstalling of a default part shall be the Contractor's responsibility and shall be corrected at the expense of the Contractor.
- 3.11 In the event funds paid to the Contractor under the Contract are subsequently properly disallowed by CFX because of accounting error or charges not in conformity with this Contract, the Contractor agrees that such disallowed amounts are due to CFX upon demand.
- 3.12 The estimated repair hours and units as shown on the Price Proposal Form are anticipated but not guaranteed. If the actual usage during the Contract period is less than or greater than what is identified, the rates and prices bid by the Contractor shall remain unchanged.
- 3.13 CFX has a Purchasing Card Program (PCP) and an EFT wire transfer system in addition to the normal checking process. The Contractor may select, at its convenience, the appropriate method of payment and coordinate with CFX the payment of invoices. CFX highly recommends the use of the PCP or the EFT method for the payment of invoices.
- 3.14 As with any government agency, CFX is subject to adoption of an annual budget by its governing board. Accordingly, should CFX fail to appropriate funds for this Contract in any given budget year, this Contract shall be terminated by CFX and Contractor shall immediately cease providing services hereunder. In the event of such termination CFX shall pay Contractor's termination expenses according to the terms of the Contract.

4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by CFX and the Contractor.

END OF SECTION

EXHIBIT "D"

PRICE PROPOSAL FOR MAINTENANCE OF FON INFRASTRUCTURE

The Proposer shall complete the attached pages D-2 through D-4, filling in the required information as follows.

The Proposer shall insert its name, address, telephone number and submittal date on page D-2.

The Proposer shall complete page D-3 as required by signing under the appropriate category.

On page D-4, the Proposer shall insert unit prices for item number 1, multiply the unit price by the quantity shown, calculate and insert the Total for the line item.

On page D-4, the Proposer shall insert the regular and overtime hourly rates for each classification shown for item numbers 2-8, multiply the rates by the number of manhours shown, calculate and insert the Total cost for each line item.

The Proposer shall calculate and insert the Total Proposal Amount, including item number 9, Material Allowance, where indicated.

Proposals shall be submitted only on the forms included in this Exhibit D. Any Proposal in which these forms are not used or are modified or are improperly executed will be considered non-responsive and the Proposal will be subject to rejection. No alternative proposals will be accepted and if submitted will be cause for rejection of the Price Proposal as non-responsive.

The Proposer expressly acknowledges and agrees that its submittal of a Price Proposal constitutes an irrevocable offer to contract with CFX, creating an agreement upon CFX's acceptance of the Price Proposal as meeting the requirements of the Proposal Submittal Requirements.

An original and one (1) copy of this Price Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Only one copy of the Price Proposal is required to have "original" signatures and unit prices. The "original" Price Proposal shall be so marked. The remaining copy of the Price Proposal can be exact photocopies of the "original".

Price Proposals of shortlisted firms will be opened after evaluation of the Technical Proposals has been completed.

PRICE PROPOSAL FOR
MAINTENANCE OF FOM INFRASTRUCTURE

Precision Contracting Services Inc.
(Proposer Name)

15834 Guild Court, Jupiter, FL 33478 (561) 743-9737
(Address) (Telephone No.)

Submitted 11-01-18

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services, Method of Compensation, and Contract included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services, fully understanding that the quantities shown herewith are approximate only. We will fully complete all necessary work in accordance with the Scope of Services, Method of Compensation, Contract and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

Name of Proposer

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless CFX against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

Precision Contracting Services, Inc.
Principal (Proposer)

Signature:

Yvonne Boyd, President
President or Vice President

Attest:

Sara L. Boyd
Secretary or Assistant Secretary (Signature)
Sara L. Boyd, Secretary

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____

Individual or Owner

Witness: _____

Witness: _____


CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 28, 2018

SUBJECT: Approval of Contract Award to United Signs & Signals, Inc. for Wekiva Parkway Closed-Circuit Television (CCTV) Camera Deployment
Project 599-547, Contract No. 001463

An Invitation to Bid for the referenced project was advertised on October 24, 2018. Responses to the invitation were received from six (6) contractors by the November 28, 2018 deadline.

Bid results were as follows:

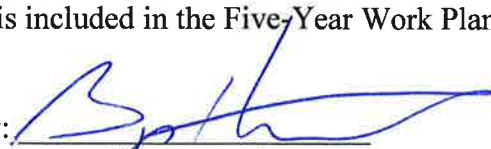

<u>Bidder</u>	<u>Bid Amount</u>
1. United Signs & Signals, Inc.	\$1,118,178.09
2. Traffic Management Solutions, Inc.	\$1,152,380.92
3. ION Electric, LLC	\$1,260,353.45
4. Florida Safety Contractors, Inc.	\$1,263,975.62
5. The New Florida Industrial Electric, Inc.	\$1,441,928.26
6. Traffic Control Devices, Inc.	\$1,494,494.00

The Engineer's Estimate for this project is \$1,193,428.15 and \$1,620,000.00 was approved in the Five-Year Work Plan.

The Engineer of Record for Project 599-547 has reviewed the low bid submitted by United Signs & Signals, Inc., and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from United Signs & Signals, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to United Signs & Signals, Inc. in the amount of \$1,118,178.09 is recommended.

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

Reviewed by: 
Bryan Homayouni, PE
Manager of Traffic Operations 

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
UNITED SIGNS AND SIGNALS, INC.**

**WEKIVA PARKWAY CLOSED- CIRCUIT
TELEVISION (CCTV) CAMERA DEPLOYMENT**

**PROJECT NO. 599-547
CONTRACT NO. 001463**

**CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: \$1,118,178.09**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

**WEKIVA PARKWAY CLOSED- CIRCUIT TELEVISION (CCTV) CAMERA
DEPLOYMENT**

**PROJECT NO. 599-547
CONTRACT NO. 001463**

DECEMBER 2018

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 5
GS	GENERAL SPECIFICATIONS	GS-1 to GS-150
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
P	PROPOSAL	P-1 to P-11
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

Attached compact disk contains the following and are incorporated herein

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-3
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-11
	(See Special Provisions Table of Contents for listing of each special provision.)	

Plans

CONTRACT

This Contract No. 001463 (the "Contract"), made this 13th day of December 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and United Signs and Signal, Inc., of 28248 CR 561, Tavares, FL. 32778, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-547, Wekiva Parkway Closed Circuit Television (CCTV) Camera Deployment, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 275 calendar days. The Contract Amount is \$1,118,178.09. This Contract was awarded by the Governing Board of CFX at its meeting on December 13, 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: _____

UNITED SIGNS AND SIGNAL, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

MOA
will be
inserted here
prior to
execution.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 1 - Definitions and Terms	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	9
2.1 Intent of Contract	9
2.2 Work Not Covered by the General Specifications	9
2.3 Alteration of Plans	9
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 Connections to Existing Pavements, Drives and Walks	
2.3.4 Differing Site Conditions	
2.3.5 Changes Affecting Utilities	
2.3.6 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	23
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims For Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	
2.5 Unforeseeable Work	30
2.6 Right To and Use of Materials Found at the Site of the Work	30
2.6.1 Ownership and Disposal of Existing Materials	
2.6.2 Ornamental Trees and Shrubs	
2.7 Restoration of Right of Way	31

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 3 - Control of the Work	32
3.1 Plans and Working Drawings	32
3.1.1 Plans and Contract Documents	
3.1.2 CFX Plans	
3.1.3 Alterations in the Plans	
3.1.4 Shop Drawings	
3.2 Coordination of Plans and Specifications	36
3.3 Conformity of Work with Plans	37
3.3.1 Record Drawings	
3.4 Pre-Award Meeting	38
3.5 Orders and Instructions	39
3.5.1 Observation of the Work	
3.5.2 Examination of the Work	
3.5.3 Communications	
3.6 Engineering and Layout	41
3.6.1 Control Points Furnished by CFX	
3.6.2 Furnishing of Stake Material	
3.6.3 Layout of Work	
3.6.4 Specific Staking Requirements	
3.6.5 Personnel, Equipment, and Record Requirements	
3.6.6 Payment	
3.7 Contractor's Supervision	43
3.7.1 Prosecution of Work	
3.7.2 Contractor's Superintendent	
3.7.3 Supervision for Emergencies	
3.7.4 Worksite Traffic Supervisor	
3.8 General Inspection Requirements	45
3.8.1 Cooperation by Contractor	
3.8.2 Failure of CFX to Reject Work During Construction	
3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9 Final Inspection and Acceptance	47
3.9.1 Maintenance Until Final Acceptance	
3.9.2 Inspection for Substantial Completion	
3.9.3 Final Inspection	
3.9.4 Final Acceptance	
3.9.5 Recovery Rights Subsequent to Final Payment	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
3.10 Audit and Examination of Contract Records and Bid Records	49
3.11 Escrow of Bid Records	50
3.12 Prevailing Party Attorney's Fees	52
Section 4 - Control of Materials	54
4.1 Acceptance Criteria	54
4.1.1 General	
4.1.2 Sampling and Testing	
4.1.3 Certification	
4.1.4 Warranty and Guaranty	
4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)	55
4.3 Source of Supply and Quality Requirements	55
4.3.1 Only Approved Materials to be Used	
4.3.2 Notification of Placing Order	
4.3.3 Approval of Source of Supply	
4.4 Inspection and Tests at Source of Supply	56
4.4.1 General	
4.4.2 Cooperation by Contractor	
4.4.3 Retest of Materials	
4.5 Storage of Materials and Samples	57
4.5.1 Method of Storage	
4.5.2 Use of Right of Way for Storage	
4.5.3 Responsibility for Stored Materials	
4.5.4 Storage Facilities for Samples	
4.6 Defective Materials	57
Section 5 - Legal Requirements and Responsibility to the Public	59
5.1 Laws to be Observed	59
5.1.1 General	
5.1.2 Plant Quarantine Regulations	
5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
5.1.4 Compliance with Federal Endangered Species Act	
5.1.5 Occupational Safety and Health Requirements	
5.1.6 Discovery of Unmarked Human Burial Site	
5.1.7 Insecticides and Herbicides	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.2 Permits and Licenses	61
5.3 Patented Devices, Materials and Processes	61
5.4 Right of Way Furnished by CFX	62
5.5 Sanitary Provisions	62
5.6 Control of the Contractor's Equipment	62
5.6.1 Traffic Interference	
5.6.2 Overloaded Equipment	
5.6.3 Crossings	
5.6.4 Protection from Damage by Tractor-Type Equipment	
5.6.5 Contractor's Equipment on Bridge Structures	
5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7 Structures Over Navigable Waters	64
5.7.1 Compliance with Jurisdictional Regulations	
5.8 Use of Explosives	64
5.9 Preservation of Property	64
5.9.1 General	
5.9.2 Failure to Restore Damaged Property	
5.9.3 Contractor's Use of Streets and Roads	
5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
5.9.5 Operations Within Railroad Right of Way	
5.9.6 Utilities	
5.10 Responsibility for Damages, Claims, etc.	70
5.10.1 Contractor to Provide Defense Against Claims and Suits	
5.10.2 Guaranty of Payment for Claims	
5.11 Insurance	71
5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
5.11.2 Workers' Compensation and Employer's Liability Insurance	
5.11.3 Comprehensive General Liability Insurance	
5.11.4 Comprehensive Automobile Liability Insurance	
5.11.5 Umbrella/Excess Liability Insurance	
5.11.6 Builder's Risk	
5.11.7 Railroad Insurance	
5.11.8 Pollution Legal Liability	
5.11.9 Professional Liability	
5.12 Contract Bond (Public Construction Bond) Required	77
5.12.1 General Requirements of the Bond	
5.12.2 Continued Acceptability of Surety	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.13 Contractor's Responsibility for Work	78
5.14 Opening Section of Highway to Traffic	78
5.15 Scales for Weighing Materials	78
5.15.1 Applicable Regulations	
5.15.2 Base for Scales	
5.15.3 Protection and Maintenance	
5.16 Source of Forest Products	79
5.17 Regulations of Air Pollution	79
5.17.1 General	
5.17.2 Dust Control	
5.17.3 Asphalt Material	
5.17.4 Asphalt Plants	
5.18 Dredging and Filling	79
5.19 Erosion Control	80
5.20 Contractor's Motor Vehicle Registration	80
5.21 Internal Revenue Service Form W-9	80
5.22 Tolls and Access	80
5.23 Requests for References or Performance Evaluations	80
5.24 Unauthorized Aliens	81
5.25 Public Records	81
5.26 Inspector General	82
5.27 Convicted Vendor List	83
5.28 Discriminatory Vendor List	83
5.29 Severability	83
5.30 Companies Pursuant to Florida Statute Sections 287.135	84
5.31 E-Verify	84
 Section 6 - Prosecution and Progress of the Work	 85
6.1 Subletting or Assigning of Contract	85
6.2 Work Performed by Equipment Rental Agreement	87
6.3 Prosecution of Work	87
6.3.1 Sufficient Labor, Materials and Equipment	
6.3.2 Impacts by Adjacent Projects	
6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
6.3.4 Beginning Work	
6.3.5 Provisions for Convenience of the Public	
6.3.6 Pre-Construction Conference	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
6.4 Limitations of Operations	105
6.4.1 Night Work	
6.4.2 Sequence of Operations	
6.4.3 Interference with Traffic	
6.4.4 Coordination with Other Contractors	
6.4.5 Drainage	
6.4.6 Fire Hydrants	
6.4.7 Protection of Structures	
6.4.8 Fencing	
6.4.9 Hazardous or Toxic Waste	
6.4.10 Milling	
6.5 Qualifications of Contractor's Personnel	109
6.6 Temporary Suspension of Contractor's Operations	110
6.6.1 CFX to Suspend Contractor's Operations	
6.6.2 Prolonged Suspensions	
6.6.3 Permission to Suspend Operations	
6.6.4 Suspension of Contractor's Operations – Holidays	
6.7 Contract Time	110
6.7.1 General	
6.7.2 Date of Beginning of Contract Time	
6.7.3 Adjusting Contract Time	
6.8 Failure of Contractor to Maintain Satisfactory Progress	113
6.8.1 General	
6.9 Default and Termination of Contract	114
6.9.1 Determination of Default	
6.9.2 Public Interest Termination of Contract	
6.9.3 Completion of Work by CFX	
6.10 Liquidated Damages for Failure to Complete the Work	116
6.10.1 Liquidated Damages for Failure to Complete the Work	
6.10.2 Determination of Number of Days of Default	
6.10.3 Conditions Under Which Liquidated Damages are Imposed	
6.10.4 Right of Collection	
6.10.5 Allowing the Contractor to Finish Work	
6.10.6 Liability for Liquidated Damages	
6.11 Release of Contractor's Responsibility	117
6.12 Recovery of Damages Suffered by Third Parties	117
6.13 Express Warranty	118

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 7 - Measurement and Payment	119
7.1 Measurement of Quantities	119
7.1.1 Measurement Standards	
7.1.2 Method of Measurements	
7.1.3 Determination of Pay Areas	
7.1.4 Construction Outside Authorized Limits	
7.1.5 Truck Requirements	
7.1.6 Ladders and Instrument Stands for Bridge Construction	
7.2 Scope of Payments	120
7.2.1 Items Included in Payment	
7.2.2 Non-Duplication of Payment	
7.3 Compensation for Altered Quantities	120
7.3.1 General	
7.3.2 Payment Based on Plan Quantity	
7.3.3 Lump Sum Quantities	
7.3.4 Deviation from Plan Dimensions	
7.4 Force Account Work	123
7.4.1 Method of Payment	
7.4.2 Records	
7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5 Deleted Work	126
7.6 Partial Payments	127
7.6.1 General	
7.6.2 Unsatisfactory Payment Record	
7.6.3 Withholding Payment for Defective Work	
7.6.4 Partial Payments for Delivery of Certain Materials	
7.6.5 Certification of Payment to Subcontractors	
7.6.6 Reduction of Payment for Unsatisfactory Services or Products	
7.7 Record of Construction Materials	130
7.7.1 General	
7.7.2 Non-Commercial Materials	
7.8 Disputed Amounts Due Contractor	131
7.9 Acceptance and Final Payment	131
7.10 Offsetting Payments	133

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 8 - Minority/Women Business Enterprise (M/WBE) Participation	134
8.1 General	134
8.2 Minority and Women Owned Businesses - Participation Objectives	135
8.2.1 General	
8.2.2 Definitions	
8.2.3 Specific Requirements	
8.2.4 Qualified Participation	
8.2.5 Records and Reports	
8.3 Subletting of Contracts - Participation Objectives	140
Section 9 - Binding Arbitration	141
Section 10 –Disputes Resolution	143
10.1 Disputes Resolution	143
10.1.1 Disputes Review Board	
10.1.2 Continuance of Work During Dispute	
10.1.3 Disputes Review Board Membership	
10.1.4 Board Operations	
10.1.5 Procedure for Disputes Resolution	
10.1.6 Conduct of Disputes Hearings	
10.1.7 Compensation	
10.1.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FNGA	Florida Nursery Growers Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (as recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SSPC	Steel Structures Painting Council

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method or other code or recommendation of the particular organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.2 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.3 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.4 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.5 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications or Special Provisions the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.6 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.7 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.8 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials and the basis of payment.

1.3.9 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.10 Contract Documents - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Design Standards (January 2015 edition).

1.3.11 Contract Price - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.12 Contract Time - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.13 Contractor - The person, firm or corporation with whom CFX has entered into the Contract.

1.3.14 Controlling Work Items - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.15 Culverts - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.16 Delay - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include Extra Work.

1.3.17 Director of Construction - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.18 Engineer - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.19 Engineer of Record - The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.20 Equipment - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.21 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.22 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay".

1.3.23 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.24 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.25 **Inspector** - Agent of CFX through the CEI that will record day-to-day activities of construction and advise the Contractor regarding compliance with the Plans and Specifications of the Contract.

1.3.26 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.27 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.

1.3.28 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.29 **Materials** - Any substances to be incorporated in the Work.

1.3.30 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.31 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.32 **Plans** - The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.33 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.34 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.35 **Resident Project Representative** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.36 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.37 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.38 **Roadway** - The portion of a highway within the limits of construction.

1.3.39 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.40 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.41 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications or Standard Specifications.

1.3.42 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative Code. Any corporation or partnership, which offers engineering services, must hold a current Certification of Authorization from the Florida State Board of Professional Engineers. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

- 1) Registration as a Professional Engineer in the State of Florida
- 2) Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.43 **Specifications** - The directions, provisions and requirements contained in the General Specifications, Technical Specifications, Special Provisions and Standard Specifications.

1.3.44 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.45 **State** - State of Florida

1.3.46 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.47 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.48 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.49 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and stripping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact and functioning such as signs, guardrail, stripping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the

Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

1.3.50 Substructure - All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.51 Superintendent - The Contractor's authorized representative responsible and in charge of the Work.

1.3.52 Superstructure - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.53 Supplemental Agreement - A written agreement between CFX and the Contractor modifying the Contract within the limitations set forth in these specifications.

1.3.54 Surety - The corporate body, bound by the Public Construction Bond with and for the Contractor, who agrees to be responsible for acceptable performance of the Work by the Contractor and for payment of all debts pertaining thereto.

1.3.55 Supplier - A manufacturer, fabricator, supplier, distributor, materialmen or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.56 Technical Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work associated with road and bridge construction.

1.3.57 Travel Way - The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.3.58 Unilateral Adjustment- A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.59 Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.60 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Drawings or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

- 2.3.2 Increase, Decrease or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary

compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) **Equipment:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work; provided, however, that such payment for additional bond will only be paid upon presentment to CFX of clear and convincing proof that the Contractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. Should the Contractor elect to provide subguard coverage in lieu of requiring a bond from a sub, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

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(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused solely by CFX is, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor to be.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in

accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.2.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.2.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.2.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the

limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.2.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.2.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

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- 2.3.3 Connections to Existing Pavements, Drives and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Design Standards identified in the Contract Documents.

- 2.3.4 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

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- 2.3.5 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.6 Cost Savings Initiative Proposal

2.3.6.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. CFX will not recognize the Contractor's elimination of work, or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.6.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.
5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.6.3 Processing Procedures: The Contractor shall submit five (5) copies of the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.6.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.6.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX

requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT and AASHTO criteria requirements including bridge loading ratings.

2.3.6.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.6.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or design standard indexes or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such

notice by the Contractor, and the fact that CFX has kept account of the labor, Materials and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless

CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims For Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

- a. Loss of profit, incentives, or bonuses;
- b. Any claim for other than Extra Work or delay;
- c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
- d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
- e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

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2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;

8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

- 2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be

used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

- 2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Design Standards are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Drawings shall be prepared or reproduced on permanent material made for the purpose, such as tracing cloth, plastic, mylar or xerographic bond paper, hereafter referred to as masters. The size of the sheets shall be no larger than 24 by 36 inches. Each sheet shall be numbered consecutively for the series and the sheet number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

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3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the sheet numbers shall indicate the total number of sheets in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be bound and submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

Documents other than drawings may be on xerographic paper or glossy paper material as appropriate. For the purpose of this specification, the term "shop drawings" shall be deemed to include these other documents.

3.1.4.5 Submittal Paths and Copies:

The Contractor shall submit one (1) set of prints along with one (1) set of reproducible copies of each series of shop drawings to the CEI with a copy of the letter of transmittal sent to the Consultant. For Work requiring other documentation (e.g. catalog data, material certifications, material tests, procedure manuals, fabrication / welding procedures, and maintenance and operating manuals) a minimum of eight (8) copies of each document shall be submitted with the prints. The mailing address of the Consultant will be furnished by CFX.

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For other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI one (1) set of prints along with one (1) reproducible copy of each series of shop drawings and four (4) copies of applicable calculations. Each print and the cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.6 Processing of Shop Drawings:

3.1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier and etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 15-calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 10-calendar day period is provided for each re-submittal.

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It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45- and 30-day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.6.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

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In case of discrepancy, the governing order of the documents shall be as follows:

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 Record Drawings: During the entire construction operation, the Contractor shall maintain records of all deviations from the plans and specifications including Request for Information (RFI), field directives, sketches, etc., and shall submit those deviations to the CEI. The submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. A minimum submittal would be full-sized prints in good condition with all changes in red, accurately plotted. The print shall be in good condition as determined by the CEI. The marked up prints shall be submitted within 15 days of the Project acceptance or termination of Work. Preparation of the record drawings shall be the responsibility of CFX. Retainage will not be released by CFX until the marked up prints and records have been submitted and accepted by CFX.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

- 3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

- 3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit by certified mail to the Florida Highway Patrol and other local law enforcement agencies, a description of the Project location and the name(s) and telephone number(s) of individual(s) designated to be contacted in cases of emergencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

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3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm>.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and such other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

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3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

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3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

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3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

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 Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, 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, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's

performance of the Contract determined necessary by CFX for any purpose. Bid 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 the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also 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, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

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2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or 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 the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the 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 the Contractor's claim(s).

Attorney's 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 through and including the arbitration hearing, 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 such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the 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 is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

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4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

- 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

- 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

- 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

- 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

- 5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

- 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

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5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

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CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.
- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

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4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

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

operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

The acceptance of delivery by CFX of any certificate of insurance and endorsement 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 and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. 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.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor 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 through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

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- 5.11.6 **Builder's Risk:** If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 **Railroad Insurance:** When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

- 5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

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5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was

eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

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

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5.27 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.

5.28 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.

5.29 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.

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5.30 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.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

- 6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

- Auxiliary Power Unit
- Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
- Deep Well Installation
- Electrical Work
- Fencing
- Highway Lighting
- Installing Pipe or Pipe Liner by Jacking and Boring
- Installing Structural Plate Pipe Structure
- Landscaping
- Painting
- Plugging Water Wells
- Pressure Grouting
- Pumping Equipment
- Roadway Signing and Pavement Marking
- Riprap
- Removal of Buildings
- Rumble Strips
- Sealing Wells by Injection
- Septic Tank and Disposal System
- Signalization
- Utility Works
- Vehicular Impact Attenuator
- Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve

or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera Project Planner, produced by Primavera Systems, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or

negative float that is greater than the most negative float in the CPM. The Contractor will not be permitted to alter float through such applications as extending duration estimates or to change sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration each month until the accepted Baseline Schedule is updated and submitted to CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera Project Planner (P6) by Primavera Systems, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera Project Planner for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the P6 "Progress Override" setting.

Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two copies of each of the above schedules created using the P6 Backup feature.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, and road closures and openings shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.

Structural Pavement (asphalt and/or concrete) by stationing and roadway.

Bridge approach slabs per bridge and roadway.

Guardrail by stationing and roadway.

Slope pavement or riprap by stationing and roadway.

Roadway lighting by stationing and roadway.

Signing for each sign structure by stationing and roadway.

Striping by stationing and roadway.

Traffic signals by stationing and roadway.

Topsoil, sodding, seeding and mulching by stationing and roadway.

Landscaping by stationing and roadway.

Architectural Treatments.

Sound Walls.

Fiber Optic.

Concrete Removal and Replacement.

Milling and Resurfacing.

Ponds.

Planter Walls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contractor must submit evidence to CFX that any activity to be added or removed from the schedule is a logical and reasonable change. If CFX decides that the activity is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the activity from the schedule, and the Contractor shall comply.

The schedule shall include a task activity for the first chargeable day of the Contract and a task activity for the last chargeable day of the Contract with a 1-day duration and a 7-day calendar assignment. The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Overview window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The

payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Project Calendars: Calendars shall use day as the planning unit for the schedule. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.
- B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.
- C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Global Calendar: The global P6 calendar shall have all holidays and non-work days assigned.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.
7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.
Changes in Total Float.
Changes in Early and Late Dates.
Changes in Original and Remaining Duration.
Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:
 - 1. Pay item number
 - 2. Pay item description
 - 3. Quantity of pay item to be applied
 - 4. Unit measure of pay item
 - 5. Unit-price of pay item
 - 6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of "C")

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule using the P6 backup option. The backed up copies shall be compressed and without an access list. The backups shall be submitted on compact disk (cd). Each cd shall have a typed label showing the following information:

Contractor name

The complete CFX Project number

The four character P6 project number

Data Date in format -> "01JAN15"

Volume number _of_ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
 - A. The Contractor performed Extra Work that met all of the following conditions:
 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
 2. The Extra Work delayed the Contract Completion Date.
 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
 - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:
 1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.

2. The Contractor took every reasonable action to prevent the delay.
3. The delay impacted one or more activities on the current CPM schedule longest path.
4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

- 6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

- 6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

- 6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

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The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

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Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working

within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

- 6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

- 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.
- 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
- 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.
- 6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:

- a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
 8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
 9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:

- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
- b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
- c. performs the Work unsuitably or neglects or refuses to remove Materials or;
- d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
- e. discontinues the prosecution of the Work or;
- f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
- g. fails to pay timely its subcontractors, suppliers or laborers or;
- h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
- i. becomes insolvent or is declared bankrupt or;
- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

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If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

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6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

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6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

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7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated

to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

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4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors
x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable
Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor.

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(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

- 7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

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On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

- A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified

acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
 - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors;
and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

- 9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.
- 9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

- 9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.
- 9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.
- 9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")**, _____ (**"Contractor"**) and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ (**"Members"**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may,

but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member

shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this

Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars (\$1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

APPENDIX
PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
WEKIVA PARKWAY CLOSED- CIRCUIT TELEVISION (CCTV)
CAMERA DEPLOYMENT
PROJECT NO. 599-547; CONTRACT NO. 001463

PROPOSAL OF

United Signs & Signals, Inc
(NAME)

28248 County Road 561 Tavares FL 32778 (ADDRESS) (352) 742-1904 (TELEPHONE NO.)

Submitted November 28, 2018

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the approved project plans, General Specifications, Technical Specifications, Special Provisions, the form of Contract, and the Bond. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans, General Specifications, Technical Specifications, Special Provisions, Standard Specifications and addenda, if any; and the requirements under them for the prices shown on the Bid Form.

We, the undersigned, further understand and shall comply with subsection 20.055(5), Florida Statutes.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

United Signs & Signals, Inc
Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to: perform all necessary force account work, as provided for in the General Specifications; execute the Contract within 15 calendar days after the date on which the notice of award has been given; and fully complete all work within 120 calendar days (plus such additional time as may have been granted by CFX).

The undersigned states that it is prequalified by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in Electrical Work and Intelligent Transportation Systems. Copies of all required current Certificates of Qualification in the specified classes of work are attached to the Bid. The undersigned acknowledges that failure to submit the certificates may result in rejection of the Bid and that prequalification is required irrespective of the contract amount.

The undersigned further agrees to furnish a sufficient and satisfactory Public Construction Bond in the sum of not less than 100 percent of the Contract price of the work, as indicated by the approximate quantities shown here, on a bonding company authorized to do business in Florida and acceptable to CFX.

The undersigned acknowledges that the Central Florida Expressway 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 CFX.

Accompanying this Proposal is a Proposal Guaranty, made payable to the Central Florida Expressway Authority, of not less than five percent (5%) of the total actual bid which guaranty is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned shall fail to execute the attached Contract under the conditions of this proposal; otherwise, said guaranty will be returned to the undersigned upon the delivery of a satisfactory Public Construction Bond.

*

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*

*

United Signs & Signals, Inc
Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless CFX against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

United Signs & Signals, Inc
Principal (Bidder)

By: M. D. Tolle
President or Vice President

Attest: [Signature]
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

JOINT VENTURE:

Principal (Bidder)

By: _____
Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

Principal (Bidder)

Signature: (1) _____
Co-Partner or General Partner

Signature: (2) _____
Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and address of
each partner on a separate sheet)

BIDDER MUST EXECUTE THE ATTACHED AFFIDAVIT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
WEKIVA PARKWAY CLOSED- CIRCUIT TELEVISION (CCTV)
CAMERA DEPLOYMENT
PROJECT NO. 599-547; CONTRACT NO. 001463

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Lake

Before me, the undersigned authority, personally appeared Michael T. Cable, who being

duly sworn, deposes and says he is Vice President
(Title)

of United Signs & Signs Inc of Tallahassee FL
(Firm) (City and State)

the bidder submitting the attached Proposal for the work covered by CFX Project No. 599-547 in Orange County, Florida.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named project. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public contract lettings in any other state.

Corporation Must
affix Seal

United Signs & Signs, Inc
(Bidder)
By: Michael T. Cable
Title: Vice President



STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me this November 28, 2018,

by Michael T. Coble Vice President
(Name of Officer or agent, title of officer or agent)

of United Signs & Signals, Inc
(Name of Corporation acknowledging)

a Florida corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced _____
(Type of identification)

as identification and did (did not) take an oath.

Melissa Garcia Notary Public, Commission No. _____
(Name of Notary typed, printed or stamped)



Melissa Garcia
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110334
Expires 5/31/2021

Title or Type of Document _____ (Optional)

Number of Pages _____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

(SEAL ABOVE)

NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. CFX will also disqualify such bidders on any work of CFX until such participant shall have been reinstated as a qualified bidder.

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

Central Florida Expressway Authority
DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE)
UTILIZATION SUMMARY

Prime Contractor: United Signs & Signals, Inc
CFX Project No.: 599-547 Contract Amount \$ 998,295.85
Grand Total Anticipated Sublet \$ 149,744.38

D/M/WBE Subcontractors (Name Only)	\$ Amount for Objective
<u>Precision Contracting Services</u>	<u>52,755.50</u>
<u>Commodity Plus Lighting</u>	<u>96,988.88</u>

Total Dollar Amount for D/M/WBE Participation Objective \$ 149,744.38

D/M/WBE Percentage of Total Project 15 %
NOTE: Participation Objective may be rounded to the nearest tenth %

NOTE: If the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted.

FOR USE BY CFX ONLY

Participation Objective Achieved \$ 149,744.38 % 15

Date 11/29/10 APPROVED [Signature] DISAPPROVED _____

P-7

will be
inserted here
prior to
execution.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348.753, and 104.31, as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the CFX Code of Ethics, a copy of which is available on the CFX web site at www.CFXway.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

United Signs & Signals, Inc.
Company Name
By: Michael J. Cobb
Title: Vice President


(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

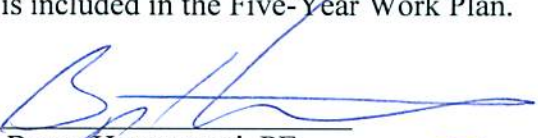

FROM: Aneth Williams 
Director of Procurement

DATE: November 20, 2018

SUBJECT: Approval of Purchase Order to Intelligent Transportation Services, Inc. for High Definition Closed-Circuit Television (CCTV) Cameras
Project 599-528

Board approval is requested to issue a purchase order to Intelligent Transportation Services, Inc., in the amount of \$107,820.00 for 45 CohuHD CCTV cameras at \$2,396.00 per camera. An Invitation to Bid for the referenced project was advertised on October 28, 2018. Responses to the Invitation were received from two (2) contractors by the deadline. Intelligent Transportation Services, Inc. provided pricing for CohuHD CCTV cameras and Temple, Inc. provided pricing for TKH HD CCTV cameras. CFX uses both CohuHD and TKH HD CCTV cameras on the system. However, the manufacture of the TKH HD cameras is in the process of finalizing enhancements to the TKH HD cameras, specifically to improve image clarity. In order to maintain an appropriate inventory of HD Cameras, CFX would like to purchase 45 CohuHD CCTV cameras.

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

Reviewed by: 
Bryan Homayouni, PE
Manager of Traffic Operations 

E.1.

Chairman's Report

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

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: November 26, 2018 

RE: October 2018 Financial Reports

Attached please find the October 2018 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING OCTOBER 31, 2018 AND YEAR-TO-DATE

	FY 19 MONTH ACTUAL	FY 19 MONTH BUDGET	FY 19 YEAR-TO-DATE ACTUAL	FY 19 YEAR-TO-DATE BUDGET	FY 19 YEAR-TO-DATE VARIANCE	FY 19 YEAR-TO-DATE % VARIANCE	FY 18 - 19 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 38,065,602	\$ 38,987,644	\$ 152,389,507	\$ 150,260,581	\$ 2,128,926	1.4%	17.4%
FEES COLLECTED VIA UTN/UTC'S AND PBPS	\$ 965,393	558,486	2,506,215	2,092,612	413,603	19.8%	18.5%
TRANSPONDER SALES	\$ 29,303	25,230	121,350	89,259	32,092	36.0%	31.8%
OTHER OPERATING	\$ 106,366	112,907	346,188	347,001	(813)	-0.2%	-8.3%
INTEREST	\$ 432,746	220,000	1,361,163	940,000	421,163	44.8%	5.2%
MISCELLANEOUS	\$ 86,479	86,287	376,958	358,529	18,429	5.1%	7.4%
TOTAL REVENUES	\$ 39,685,890	39,990,554	157,101,382	154,087,982	3,013,400	2.0%	17.2%
O M & A EXPENSES							
OPERATIONS	\$ 5,064,048	5,246,517	15,341,000	16,495,840	1,154,840	7.0%	21.5%
MAINTENANCE	\$ 1,579,900	1,927,430	3,061,390	3,784,304	722,914	19.1%	-10.1%
ADMINISTRATION	\$ 543,017	706,488	2,041,785	2,470,380	428,595	17.3%	0.0%
OTHER OPERATING	\$ 233,448	255,599	317,993	357,839	39,846	11.1%	-40.7%
TOTAL O M & A EXPENSES	\$ 7,420,413	8,136,035	20,762,168	23,108,363	2,346,194	10.2%	11.5%
NET REVENUES BEFORE DEBT SERVICE	\$ 32,265,477	31,854,520	136,339,214	130,979,619	5,359,595	4.1%	18.1%
COMBINED NET DEBT SERVICE	\$ 14,007,103	14,067,216	55,916,730	56,261,397	344,666	0.6%	-0.5%
NET REVENUES AFTER DEBT SERVICE	\$ 18,258,374	\$ 17,787,304	\$ 80,422,484	\$ 74,718,223	\$ 5,704,261	7.6%	35.7%

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2019
FOR THE MONTH ENDING OCTOBER 31, 2018 AND YEAR-TO-DATE**

	<u>FY 2019 ACTUAL</u>	<u>FY 2019 BUDGET</u>	<u>VARIANCE</u>	<u>FY 19 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 15,341,000	\$ 16,495,840	\$ 1,154,840	7.0%
Maintenance	3,061,390	3,784,304	722,914	19.1%
Administration	2,041,785	2,470,380	428,595	17.3%
Other Operating	<u>317,993</u>	<u>357,839</u>	<u>39,846</u>	<u>0.0%</u>
Total O M & A	\$ 20,762,168	\$ 23,108,363	\$ 2,346,194	10.2%
Capital Expenditures				
Operations	\$ -	\$ 38,375	38,375	100.0%
Maintenance	-	30,000	30,000	100.0%
Administration	<u>550</u>	<u>6,667</u>	<u>6,117</u>	<u>91.8%</u>
Total Capital Expenditures	\$ 550	\$ 75,042	\$ 74,492	99.3%

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



**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Four Months Ending October 31, 2018**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	165,065	173,508	8,443	4.87%
Image Review	1,772,746	2,033,018	260,272	12.80%
Special Projects	13,001	58,465	45,465	77.76%
Information Technology	1,057,413	1,116,003	58,590	5.25%
E-PASS Service Center	6,307,010	6,230,974	(76,036)	-1.22%
E-PASS Business Services	41,002	48,367	7,365	15.23%
Public Outreach/Education	390,578	422,957	32,379	7.66%
Subtotal CFX	9,746,815	10,083,293	336,477	3.34%
Plazas	5,594,185	6,450,923	856,738	13.28%
Subtotal Toll Facilities	5,594,185	6,450,923	856,738	13.28%
Total Operations Expenses	15,341,000	16,534,215	1,193,215	7.22%

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Four Months Ending October 31, 2018**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	607,808	897,667	289,859	32.29%
Traffic Operations	786,709	974,799	188,090	19.30%
Routine Maintenance	1,666,874	1,941,838	274,964	14.16%
Total Maintenance Expenses	3,061,390	3,814,304	752,914	19.74%

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Four Months Ending October 31, 2018**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	217,740	293,380	75,640	25.78%
Administrative Services	641,849	669,874	28,025	4.18%
Communications	163,966	215,696	51,730	23.98%
Human Resources	64,977	90,344	25,367	28.08%
Supplier Diversity	57,872	114,034	56,162	49.25%
Accounting	413,213	482,320	69,107	14.33%
Records Management	90,452	108,118	17,667	16.34%
Construction Administration	15,003	21,491	6,488	30.19%
Procurement	145,064	149,157	4,093	2.74%
Legal	178,800	189,839	11,039	5.82%
Internal Audit	25,345	114,000	88,655	77.77%
525 Magnolia	9,077	9,313	236	2.54%
Engineering	18,978	19,480	502	2.58%
Grand Total Expenses	2,042,335	2,477,047	434,712	17.55%

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2018 AND YEAR-TO-DATE**

	FY 19 YEAR-TO-DATE ACTUAL	FY 19 YEAR-TO-DATE BUDGET	FY 19 YEAR-TO-DATE VARIANCE	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 152,389,507	\$ 150,260,581	\$ 2,128,926	\$ 129,838,314	\$ 138,640,910	\$ (8,802,596)	\$ 10,931,522
FEES COLLECTED VIA UTM/UTC'S AND PBP'S	2,506,215	2,092,612	413,603	2,114,549	1,719,745	394,804	18,799
TRANSPONDER SALES	121,350	89,259	32,092	92,083	67,358	24,725	7,367
OTHER OPERATING	346,188	347,001	(813)	377,419	339,842	37,577	(38,390)
INTEREST	1,361,163	940,000	421,163	1,293,383	1,089,098	204,285	216,878
MISCELLANEOUS	<u>376,958</u>	<u>358,529</u>	<u>18,429</u>	<u>350,851</u>	<u>336,399</u>	<u>14,452</u>	<u>3,977</u>
TOTAL REVENUES	157,101,382	154,087,982	3,013,400	134,066,599	142,193,352	(8,126,753)	11,140,153
O M & A EXPENSES							
OPERATIONS	15,341,000	16,495,840	1,154,840	12,628,982	14,029,595	1,400,613	(245,773)
MAINTENANCE	3,061,390	3,784,304	722,914	3,406,886	4,041,035	634,149	88,765
ADMINISTRATION	2,041,785	2,470,380	428,595	2,042,760	2,476,316	433,556	(4,961)
OTHER OPERATING	<u>317,993</u>	<u>357,839</u>	<u>39,846</u>	<u>535,861</u>	<u>528,250</u>	<u>(7,611)</u>	<u>47,457</u>
TOTAL O M & A EXPENSES	20,762,168	23,108,363	2,346,194	18,614,489	21,075,196	2,460,707	(114,513)
NET REVENUES BEFORE DEBT SERVICE	136,339,214	130,979,619	5,359,595	115,452,110	121,118,156	(5,666,046)	11,025,641
COMBINED NET DEBT SERVICE	55,916,730	56,261,397	344,666	56,181,630	56,625,178	(443,548)	788,214
NET REVENUES AFTER DEBT SERVICE	<u>\$ 80,422,484</u>	<u>\$ 74,718,223</u>	<u>\$ 5,704,261</u>	<u>\$ 59,270,480</u>	<u>\$ 64,492,978</u>	<u>\$ (5,222,498)</u>	<u>\$ 10,926,759</u>

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2018 AND YEAR-TO-DATE

	FY 19 MONTH ACTUAL	FY 18 MONTH ACTUAL	FY 18 - 19 SAME MONTH COMPARISON	FY 19 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE ACTUAL	FY 18 - 19 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 38,065,602	\$ 38,170,938	\$ (105,336)	\$ 152,389,507	\$ 129,838,314	\$ 22,551,193
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	965,393	549,028	416,365	2,506,215	2,114,549	391,666
TRANSPONDER SALES	29,303	25,935	3,368	121,350	92,083	29,267
OTHER OPERATING	106,366	80,718	25,648	346,188	377,419	(31,231)
INTEREST	432,746	282,548	150,198	1,361,163	1,293,383	67,780
MISCELLANEOUS	86,479	84,110	2,369	376,958	350,851	26,107
TOTAL REVENUES	39,685,890	39,193,277	492,613	157,101,382	134,066,599	23,034,783
O M & A EXPENSES						
OPERATIONS	5,064,048	4,929,355	134,693	15,341,000	12,628,982	2,712,018
MAINTENANCE	1,579,900	1,480,647	99,253	3,061,390	3,406,886	(345,496)
ADMINISTRATION	543,017	565,704	(22,687)	2,041,785	2,042,760	(975)
OTHER OPERATING	233,448	382,448	(149,001)	317,993	535,861	(217,868)
TOTAL O M & A EXPENSES	7,420,413	7,358,154	62,259	20,762,168	18,614,489	2,147,679
NET REVENUES BEFORE DEBT SERVICE	32,265,477	31,835,123	430,354	136,339,214	115,452,110	20,887,104
COMBINED NET DEBT SERVICE	14,007,103	14,123,092	(115,989)	55,916,730	56,181,630	(264,900)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 18,258,374</u>	<u>\$ 17,712,031</u>	<u>\$ 546,343</u>	<u>\$ 80,422,484</u>	<u>\$ 59,270,480</u>	<u>\$ 21,152,004</u>

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

E.3.

Executive Director's Report

Executive Director Report December 2018

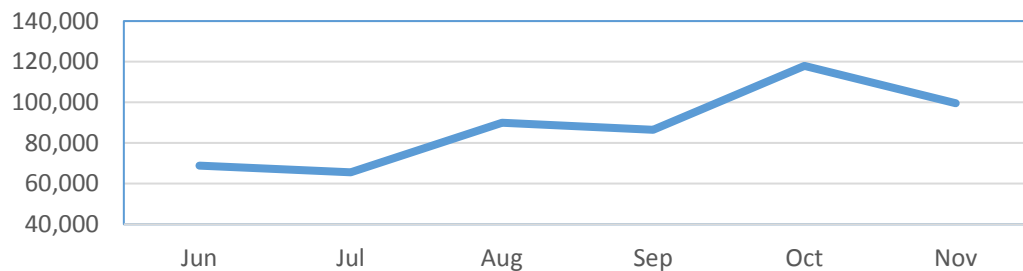
DASHBOARD

Call Center Wait Times

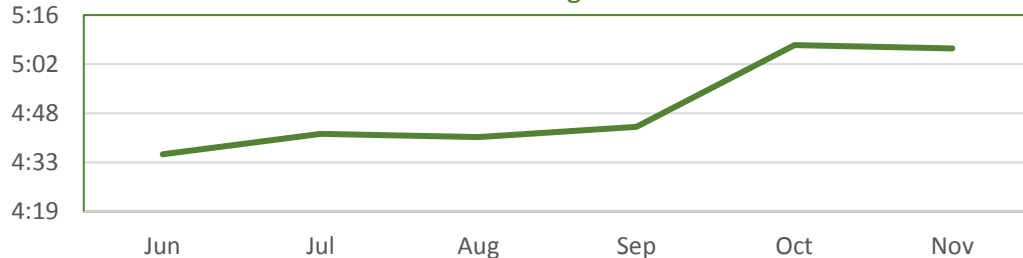
The CFX Call Center is handling a heavy influx of calls related to the SunPass backlog. Call talk times are increasing about 10% to help customers with their SunPass backlog and to set up new E-PASS accounts. The Call Center received 117,944 calls in October and still achieved an average call wait time of 1:42.

CFX has set up additional call center stations at the CFX walk-in service center to help with the higher call volumes. High call volumes and longer call talk times are expected to continue into 2019 until the SunPass backlog is paid and SunPass Toll-By-Plate invoices are mailed and processed.

CFX Service Center Monthly Call Volumes



CFX Service Center Average Talk Times



Wrong Way Driving

CFX is beginning to install plate read equipment on some ramps to expand wrong way driving research. The University of Central Florida plans to survey the drivers of identified wrong way vehicles in hopes of learning additional ways to improve the safety of our expressway system.

Major Construction Contracts

The toll system replacement project has required more test time than originally estimated. The toll system replacement project includes the installation of high-quality cameras and optical character and image recognition software that is expected to lower labor costs associated with plate reads over time.

Installation has begun in the open road toll sections of the CFX system. The system replacement for all electronic lanes is expected to be complete this summer. The remainder of the project (ramps and cash lanes) will be complete in early 2020.

AWARDS

Wekiva Parkway

The Wekiva Parkway, Section 2B, designed by Atkins and constructed by Southland, has been selected as a Grand Award Winner in the 2019 American Council of Engineering Companies Florida Engineering Excellence Awards competition. The award will be presented at the 2019 ACEC Annual Conference in July.

CUSTOMER SUPPORT

E-ZPass and E-PASS Xtra

The Central Florida Expressway Authority began accepting E-ZPass toll transponders on September 1, 2018. CFX is investing \$75,000 a year to collect approximately \$6,000,000 annually from E-ZPass customers. CFX is providing a great service with a great return on investment!

After robust first quarter sales, CFX is restocking the popular E-PASS Xtra, the 18-state transponder accepted in all E-Z Pass states, Georgia and all of Florida.

MOBILITY PARTNERS

Poinciana Parkway

When the Central Florida Expressway Authority was created as a regional agency in 2014, the legislature also planned to eventually transfer all the power, governance and control of the Osceola County Expressway (OCX) System to the Central Florida Expressway Authority.

An Amended and Restated Lease Purchase Agreement with Osceola County is on this month's agenda for Board consideration to transfer the management of the OCX system to CFX on December 31, 2018.

CFX Industry Forum

Ben Dreiling, Glenn Pressimone and I meet with representatives of the American Council of Engineering Companies (ACEC) on a periodic basis to share ideas and recommendations associated with procurement and product delivery processes. ACEC representatives recommended a CFX Industry Forum at our last meeting. I am happy to announce that an Industry Forum will be held at CFX on January 10, 2019 at 9:00 am that will focus on projects scheduled for procurement over the next 9 months.

Florida Automated Vehicle Summit

CFX partners with transportation agencies throughout the state to plan the annual Florida Automated Vehicle Summit, which was held this year in Tampa on November 27 and 28. The Summit featured experts in the field of Automated, Connected, Electric and Shared mobility, known as “ACES,” with presentations on everything from preparing for connected vehicle deployment to retrofitting infrastructure. The Summit also included some exciting emerging technology demonstrations.

The Summit is moving to Miami in 2019 and CFX is proud to host the summit here in Central Florida in 2020.

TEAM FL

CFX is co-hosting the next Transportation and Expressway Authority Membership of Florida meeting at the Orlando International Airport on January 24 and 25, 2019. The meeting will include sessions on crisis management best practices, safety innovations, and financial sector preparations for autonomous vehicles.

IBTTA

CFX is one of the chief meeting organizers for the International Bridge Tunnel and Turnpike Association’s Annual Technology Summit in Orlando March 31 to April 2, 2019.

PRESENTATIONS

November 8:	Lake Kehoe HOA Meeting
November 13:	SR 417 Widening Community Meeting
November 15:	Lake Ajay HOA Meeting
November 15:	Women in Transportation International Transportation Panel
November 27:	Lake Roberts Landing HOA Presentation
December 4:	Osceola Commissioner Arrington Town Hall Meeting

MEETINGS

November 13:	Osceola County Expressway Authority
November 14:	MetroPlan Board of Directors meeting
November 15:	2018 Florida Automated Vehicle Technical Committee
November 27-28:	Florida Annual Automated Vehicle Summit
November 30:	Regional Transportation Systems Management & Operations
November 30:	MetroPlan Orlando TSMO Advisory Committee Meeting
December 3:	Osceola County Commission Meeting
December 5:	I-4 Ultimate Public Involvement Coordination meeting
December 6:	Municipal Advisory Committee – MetroPlan
December 6:	Roundtable with Representative David Smith (R-28)
December 11:	Central Florida Autonomous Vehicle Partnership
December 11:	Osceola County Expressway Authority Board Meeting
December 12:	MetroPlan Board of Directors meeting

EVENTS

November 13:	The Institute for Public Procurement Reverse Trade Show
November 17:	KnightPass Promo: UCF vs Cincinnati Game

November 24:	EPASS/KnightPass Promo: Light Up UCF
December 2:	EPASS/KnightPass Promo: Light Up UCF
December 5:	EPASS/KnightPass Promo: Light Up UCF
December 6:	GOAA 14th Annual Networking Event
December 11:	EPASS/KnightPass Promo: Light Up UCF

PERFORMANCE DASHBOARD

OCTOBER 2018

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	11,150	8,522	2:39	<5m

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

Call Center	117,944	81,328	1:42	<1m
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CALL CENTER: % MINUTE INTERVALS <1 1-3 3-5 5+

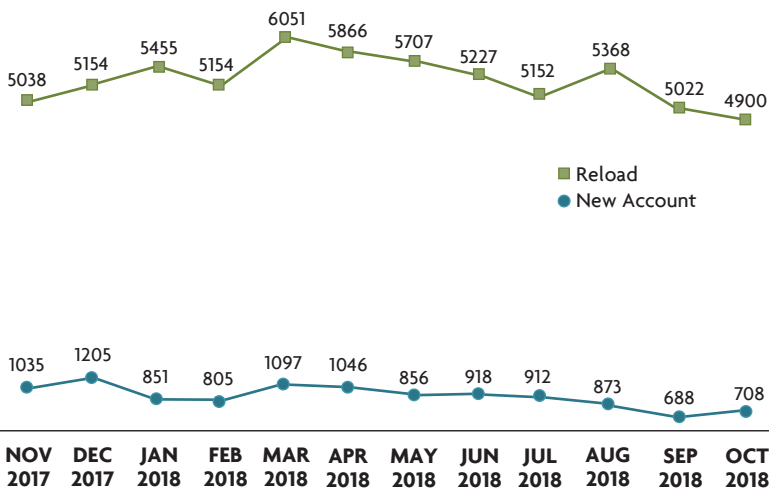


WRONG WAY DRIVING (WWD)

Month	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT
Total Vehicles Detected	11	15	8	16	11	17	29	22
Documented Turn Arouds	9	12	7	14	9	14	28	19

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 1,104 E-PASS sales and 5,253 E-PASS account reloads



MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Spent	% Time	VAR	Contract Completion Date
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$43.8	68%	54%		October 2019
SR 408 Widening from SR 417 to Alafaya Trail	\$76.7	\$47.0	61%	54%		October 2019
SR 528 Econlockhatchee River Bridge Replacement	\$17.8	\$15.6	88%	101%		November 2018
Toll System Replacement	\$54.4	\$26.1	48%	81%		August 2019
SR 417 Widening from Econlockhatchee to Seminole Co.	\$44.8	\$1.8	4%	7%		June 2020

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

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$157.1	\$154.1	2%
OM&A Expenses	\$20.8	\$23.1	10%
Net Revenue	\$80.4	\$74.7	8%

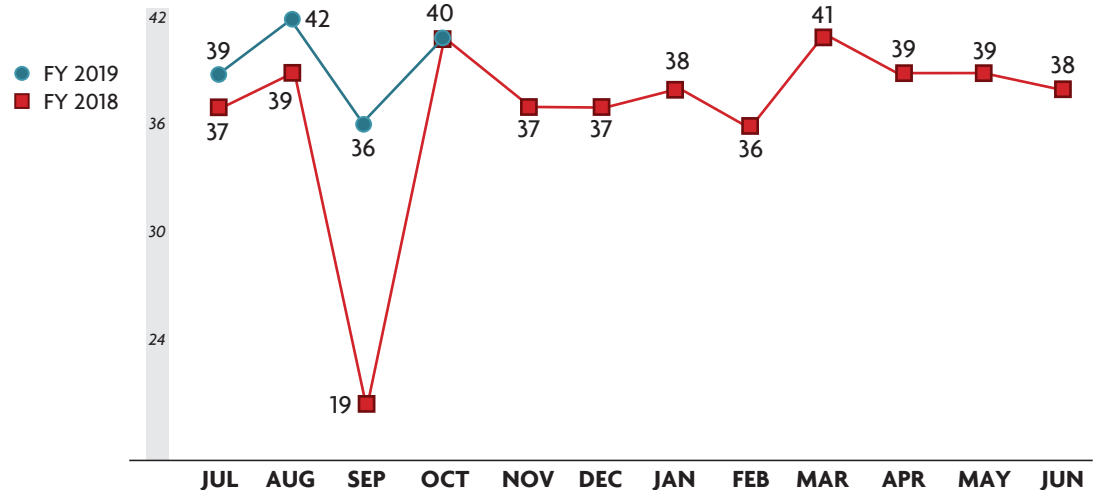
LEGEND: >/= 0 -0.1 to -10 </= -10

DEBT SERVICE

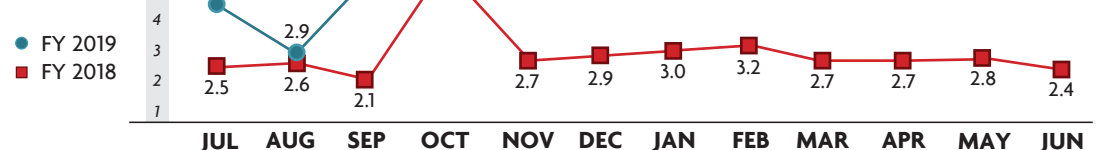
FY to Date	Actual	Budget
Senior Lien	2.41	2.40
Subordinate Lien	2.31	2.30

LEGEND: >1.45 <1.21 to 1.44 </= 1.2

TOTAL TRANSACTIONS ON CFX SYSTEM (millions)



PAY BY PLATE TRANSACTIONS (millions)



F. 1.



Amended and Restated Lease-Purchase Agreement with Osceola County

Laura Kelley, Executive Director

CFX SYSTEM

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



Recommend Motion:

Approval of the Amended and Restated Lease-Purchase Agreement with Osceola County.

Amended and Restated Lease-Purchase Agreement with Osceola County Executive Summary

December 2018

Osceola County built the Poinciana Parkway with Poinciana Parkway revenue bonds issued by Osceola County and a State Infrastructure Bank Loan. Loans from Osceola County in the amount of \$6 million and Polk County in the amount of \$3 million were needed to complete the project. Osceola County entered into a Lease-Purchase Agreement with Osceola County Expressway Authority (OCX) to operate and maintain Poinciana Parkway. This is the only roadway under OCX jurisdiction.

In 2014, the Florida Legislature created the Central Florida Expressway Authority (CFX) as a regional agency, which now has jurisdiction in five counties, including Osceola County. The legislation laid the groundwork for OCX's master plan, expressways and projects to transfer to CFX.

The amended and restated LPA transfers the Poinciana Project to CFX as a "non-system project", which means that only Poinciana Parkway revenues can be used to operate and maintain it. CFX system revenues are not obligated to the Poinciana Parkway.

The Poinciana Parkway Extension was advanced to a PD&E study by the CFX Board this past summer. The Extension is anticipated to eventually take Poinciana Parkway to the I-4/SR 429 intersection. The study will be complete in September of 2019. The CFX Board will consider moving the Extension to production at the conclusion of the study.

If the Poinciana Parkway Extension is advanced to production in the future, CFX plans to do the following:

- 1) Purchase the Poinciana Parkway from Osceola County by refinancing the Osceola County bonds, the State Infrastructure Bank Loan and the loans from Osceola and Polk County. (NPV costs to refinance cannot exceed 3%).
- 2) The Poinciana Parkway will become a part of the CFX System.
- 3) Add a lane in each direction to the Poinciana Parkway to accommodate the Poinciana Parkway Extension.
- 4) Purchase right of way owned by Osceola County needed for the expansion and extension of Poinciana Parkway based on a CFX appraisal, but in no instance shall be greater than \$90,000 an acre.

Laura Kelley

From: Joseph Stanton <joseph.stanton@nelsonmullins.com>
Sent: Tuesday, December 04, 2018 6:46 PM
To: Laura Kelley; Michelle Maikisch; Lisa Lumbard
Subject: Defined terms from Master Resolution

As requested, here are the defined terms from the Master Resolution that were used in the Restated Lease Purchase Agreement, including any defined terms used in the definitions. I have set them forth below in the same order they appear in the Restated Lease-Purchase Agreement. Please let me know if you have any questions or follow up.

Thanks.

System Project

"**System Project**" shall mean (A) the acquisition, construction or purchase of (i) any tolled roads and bridges, and (ii) avenues of access, appurtenances and additional rights of way or such other improvements, necessary for the safe and efficient operation of the *System*, (B) such roads, bridges, avenues of access, appurtenances and rights of way so acquired, constructed or purchased, and (C) the conducting of engineering and design studies as required or convenient for further expansion, additions and improvements to the *Expressway System*, as authorized by the Expressway Act. System Projects must be designated as such by official action of the Authority and may be part of a larger work plan approved by the Authority.

"**Expressway Act**" shall mean the Orlando Orange County Expressway Authority Law, Chapter 348, Part V, Florida Statutes, as amended and supplemented from time to time. [Note: The Act has since been amended as Part III of Chapter 348]

System (defined in the Restated Lease-Purchase Agreement as "CFX System")

"**Expressway System**" or "**System**" shall mean the entire Orlando Orange County Expressway System as in existence on the date of adoption of this Master Resolution, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions, or improvements to the System as contemplated by this Master Resolution, or the Expressway Act, including System Projects. In no event shall Non System Projects be part of the System unless they shall meet the requirements of Section 5.15 hereof.

Non-System Project

"Non System Project" means one or more facilities and other real and personal property, or any interest therein and improvements thereto, which the Authority may now own or hereafter acquire, design, construct, maintain, operate, finance, improve, reconstruct, rehabilitate, lease or otherwise undertake for transportation or transportation related purposes. Each Non System Project shall be designated as a Non System Project by a resolution of the Authority. Non System Projects shall not be part of the System unless designated as such pursuant to Section 5.15 hereof [Section 5.15 of the Master Bond Resolution].

System Pledged Revenues

"System Pledged Revenues" shall mean (1) *Net Revenues* plus *System Payments*, and (2) until applied in accordance with the provisions of this Master Resolution, amounts on deposit in the funds and accounts established under this Master Resolution, except for (A) monies on deposit in the *Rebate Account*, (B) monies in any fund or account to the extent that amounts on deposit in such fund or account are used to pay any *Cost of Operation* or *Non-System Project Operating Expenses*, and (C) monies deposited in a subaccount of the *Reserve Account* to the extent that monies on deposit in such subaccount are pledged solely for the payment of a particular Series of Bonds under this Master Resolution.

"Net Revenues" shall mean the amount remaining after the deduction from *Gross Revenues* of the *Cost of Maintenance*, the *Cost of Operation*, required deposits to the *OM&A Reserve Account*, and *Administrative Expenses*.

"Gross Revenues" means (1) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other income and receipts derived by or for the account of the Authority from the leasing or operation of the *Expressway System*, (2) investment income received on any amounts held pursuant to this Master Resolution or any *Supplemental Authorizing Resolution* in the *System General Revenue Fund*, the *System General Reserve Fund*, the *System Projects Fund*, the *Construction Fund*, the *OM&A Fund* and the *Renewal and Replacement Fund*, and (3) the proceeds of any use and occupancy insurance on any portion of the *Expressway System*. "Gross Revenues" shall not include *Supplemental Payments*, *Series Payments*, *System Payments*, revenues derived from the operation of *Non System Projects* (unless designated part of the System pursuant to Section 5.15 of the Master Resolution), payments pursuant to a *Bond Credit Facility*, payments pursuant to a *Qualified Swap Agreement*, or the proceeds of any gifts, grants, or other payments to the Authority from the United States government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the *Expressway System*.

Expressway System- defined above under System

Supplemental Authorizing Resolution- this refers to the resolution adopted by the board each time it approves a specific bond issuance, it supplements the Master Resolution and has provisions that may specifically apply to the series of Bonds being approved, and may include accounts or subaccounts that are specific to the series of bonds being approved.

System General Revenue Fund- this is the fund established under the Master Resolution that toll revenues are first deposited into before being applied to the funds, accounts and subaccounts established under the Master Resolution.

System General Reserve Fund – this is the last fund in the waterfall of funds into which revenues are deposited, representing excess revenues available for any lawful purpose of the Authority.

System Projects Fund - this fund is established under the Master Resolution and is used to hold revenues to be used to accumulate funds in order to pay System Projects

Construction Fund- this fund is established under the Master Resolution for the purpose of holding bond proceeds that will be applied to pay the costs of a project (in addition to amounts available in the System Projects Fund)

OM&A Fund- this fund is established under the Master Resolution and is used to deposit revenues to be applied to pay Operating, Maintenance and Administrative Expenses.

Renewal and Replacement Fund- this fund is established under the Master Resolution and is used to deposit revenues to be applied to pay for renewal and replacement projects related to the System.

Supplemental Payments, Series Payments and System Payments are all terms used in the Master Resolution to refer to other potential sources of revenues (other than the Authority's System Pledged Revenues) that might be pledged to one or more series of the Authority's Bonds. An example is the County gas tax revenues that were formerly pledged to the Authority's 1998 Bond issue. These constituted "Series Payments" that were pledged to the 1998 Bonds but not to any subsequent bond transactions. Currently, the Authority has no Supplemental Payments, Series Payments and System Payments.

Bond Credit Facility means an instrument, agreement, or other device specifically designated as a "Bond Credit Facility" by the Authority in a Supplemental Authorizing Resolution authorizing the use of such instrument, agreement, or other device, and issued by a Bond Credit Facility issuer to pay, or provide security or

liquidity for a Series of Bonds, including but not limited to, a bond insurance policy, a bond letter of credit, a standby bond purchase agreement, lines of credit and other credit enhancement or liquidity facilities or agreements.

Qualified Swap Agreement means an agreement between the Authority or the trustee (at the written direction of the Authority) and a swap counterparty related to Bonds of one or more Series whereby (A) a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount, or (B) a fixed rate cash flow on a principal or notional amount is exchanged for a variable rate of return on an equal principal or notional amount. If the Authority or the trustee enters into more than one Qualified Swap Agreement with respect to a Series of Bonds (to the extent applicable), each Qualified Swap Agreement shall specify the same payment dates.

"Cost of Maintenance" shall mean all costs and expenses which are the obligation of the Authority in keeping the System open to public travel (excluding all costs included in *Cost of Operation* and *Administrative Expenses*). Cost of Maintenance does not include costs with respect to *Non System Projects*.

"Cost of Operation" shall mean all costs and expenses which are the obligation of the Authority attributable to the System and includes, without limitation, costs of collecting and accounting for tolls, insurance, employee bond premiums, fees of the consulting engineers, independent consultant, accountants, legal fees, and, with respect to toll facilities, all other expenses which would not be incurred if such facilities were being operated as free facilities (excluding all costs included in Cost of Maintenance and Administrative Expenses). Cost of Operation does not include (1) costs with respect to Non System Projects (unless designated part of the System pursuant to Section 5.15 of the Master Resolution), or (2) any provision for interest, depreciation, amortization or similar charges.

"OM&A Reserve Account" – refers to the Operations, Maintenance and Administrative Expense Reserve Fund established under the Master Bond Resolution as a reserve fund to pay for costs of operation, costs of maintenance and administrative expenses to the extent that funds are not otherwise available for such purpose.

"Administrative Expenses" shall mean all of the reasonable expenses of the Authority which are contained in the annual budget of the Authority and approved and authorized to be expended in accordance with the Master Bond Resolution. Administrative Expenses shall not include Cost of Operation and Cost of Maintenance.

"System Payments" – generally defined above, but include discretionary payments pledged by another governmental entity to support or secure the payment of debt service on all of the Authority's bonds

“Rebate Account” – this account is established under the Master Bond Resolution to pay rebate to the United States Treasury to the extent that rebate payments are owed to the Treasury. Rebate generally occurs when bond proceeds are invested at yields in excess of the yield on the bonds, subject to certain permitted exceptions.

“Cost of Operation” – see above

“Non-System Project Operating Expenses” - means the expenses incurred by the Authority for operation, maintenance and repair, ordinary replacement and ordinary reconstruction of a Non System Project or any part thereof and shall include, without limiting the generality of the foregoing, administrative expenses, premiums and reserves for insurance and self-insurance, fees or premiums for a Bond Credit Facility, reserve credit facility, legal and engineering expenses, payments into pension, retirement, health and hospitalization funds, and any other expenses required to be paid by the Authority in connection with the operation of such Non System Project, all to the extent properly and directly attributable to the operation of such Non System Project, and rental payments in connection with operating leases entered in the ordinary course of business, all to the extent properly and directly attributable to a Non System Project, and the expenses and compensation of the fiduciaries required to be paid under agreements applicable to such Non System Projects; but does not include (1) any costs or expenses for new construction or for major reconstruction or (2) any provision for interest, depreciation, amortization or similar charges.

“Reserve Account” – refers to the Reserve Account established under the Master Bond Resolution. This account is used as a reserve to pay debt service on the bonds in the event that there are insufficient revenues deposited into the debt service accounts to pay debt service on the bonds.



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in Florida, known as Nelson Mullins Broad and Cassel

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

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AMENDED AND RESTATED LEASE-PURCHASE AGREEMENT

By and Between

OSCEOLA COUNTY, FLORIDA

AND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

PAGE

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.01.	RECITALS	3
SECTION 1.02.	DEFINITIONS.....	3
SECTION 1.03.	INTERPRETATION	7
SECTION 1.04.	SECTION HEADINGS	7

ARTICLE II

REPRESENTATIONS

SECTION 2.01.	REPRESENTATIONS OF OSCEOLA COUNTY	8
SECTION 2.02.	REPRESENTATIONS OF CFX.....	8

ARTICLE III

LIMITATION ON CFX OBLIGATIONS

SECTION 3.01.	LIMITATION TO POINCIANA PARKWAY REVENUES	10
SECTION 3.02.	COMPLIANCE WITH APPLICABLE LAW	10
SECTION 3.03.	THIRD-PARTIES	10

ARTICLE IV

LEASE-PURCHASE

SECTION 4.01.	LEASE OF POINCIANA PARKWAY (OSCEOLA)	11
SECTION 4.02.	OPERATION AND MAINTENANCE	12
SECTION 4.03.	RENEWALS AND REPLACEMENTS	12
SECTION 4.04.	INSURANCE.....	13
SECTION 4.05.	POLICIES, RULES AND REGULATIONS.....	13
SECTION 4.06.	LIENS AND ENCUMBRANCES	13
SECTION 4.07.	DEVELOPMENT AGREEMENT.....	14
SECTION 4.08.	DRAINAGE AGREEMENT	14
SECTION 4.09.	ENFORCEABILITY BY TRUSTEE AND BONDHOLDERS	14
SECTION 4.10.	COMPLIANCE WITH APPLICABLE LAW	14
SECTION 4.11.	FURTHER ASSURANCES	15
SECTION 4.12.	OBLIGATIONS ABSOLUTE AND UNCONDITIONAL	15
SECTION 4.13.	NO SET-OFF OF POINCIANA PARKWAY REVENUES.....	15

ARTICLE V
FINANCIAL OBLIGATIONS

SECTION 5.01.	TRUST AGREEMENT	16
SECTION 5.02.	TAX COVENANT.....	16
SECTION 5.03.	SIB LOAN AGREEMENT	16
SECTION 5.04.	CONTINUING DISCLOSURE.....	17
SECTION 5.05.	COLLECTION AND DISPOSITION OF REVENUES.....	17
SECTION 5.06.	RATES AND CHARGES	18
SECTION 5.07.	PROHIBITION AGAINST INDEBTEDNESS.....	19
SECTION 5.08.	RECORDS, ACCOUNTS AND AUDITS.....	19
SECTION 5.09.	ANNUAL OPERATING BUDGET	20
SECTION 5.10.	FAILURE TO ADOPT.....	21
SECTION 5.11.	AMENDED OR SUPPLEMENTAL BUDGET.....	21

ARTICLE VI
IMPROVEMENTS TO POINCIANA PARKWAY

SECTION 6.01.	POINCIANA PARKWAY EXTENSION.....	22
SECTION 6.02.	POINCIANA PARKWAY EXPANSION	22

ARTICLE VII
CONVEYANCE OF POINCIANA PARKWAY (OSCEOLA)

SECTION 7.01.	AGREEMENT FOR SALE AND PURCHASE.....	23
SECTION 7.02.	PURCHASE PRICE.....	23
SECTION 7.03.	SURVEY BY CFX.....	24
SECTION 7.04.	EXAMINATION OF TITLE.....	24
SECTION 7.05.	CONDITIONS TO CLOSING	26
SECTION 7.06.	CLOSING	27
SECTION 7.07.	POSSESSION	28
SECTION 7.08.	EXPENSES.....	28
SECTION 7.09.	BROKERS	29
SECTION 7.10.	SURVIVAL OF OBLIGATIONS.....	29
SECTION 7.11.	RADON DISCLOSURE	29

ARTICLE VIII
GENERAL PROVISIONS

SECTION 8.01.	RECORDING	30
SECTION 8.02.	TERM OF AGREEMENT	30
SECTION 8.03.	TERMINATION OF PRIOR AGREEMENTS.....	30
SECTION 8.04.	ENFORCEMENT OF OBLIGATIONS.....	30
SECTION 8.05.	NOTICE OF DEFAULT AND OPPORTUNITY TO CURE	31

SECTION 8.06.	RESOLUTION OF DISPUTES.....	32
SECTION 8.07.	ASSIGNABILITY	32
SECTION 8.08.	ENTIRE AGREEMENT	32
SECTION 8.09.	BINDING EFFECT.....	32
SECTION 8.10.	AMENDMENTS AND WAIVERS.....	32
SECTION 8.11.	NON-WAIVER.....	32
SECTION 8.12.	COUNTERPARTS.....	32
SECTION 8.13.	SEVERABILITY	32
SECTION 8.14.	PROFESSIONAL FEES.....	32
SECTION 8.15.	NOTICES TO PARTIES.....	33
SECTION 8.16.	GOVERNING LAW AND VENUE.....	33
SECTION 8.17.	LITIGATION.....	33
APPENDIX A	SURVEY MAP OF INITIAL RIGHT-OF-WAY AND EXPANSION RIGHT-OF-WAY	
APPENDIX B	FORM OF BILL OF SALE	
APPENDIX C	TRUST AGREEMENT	

AMENDED AND RESTATED LEASE-PURCHASE AGREEMENT

THIS AMENDED AND RESTATED LEASE-PURCHASE AGREEMENT (this "Restated Lease-Purchase Agreement") is made and entered into by and between Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County") and the Central Florida Expressway Authority, a body politic and corporate created by Part III, chapter 348, Florida Statutes ("CFX").

W I T N E S S E T H:

WHEREAS, Osceola County, the Osceola County Expressway Authority ("OCX"), Polk County and Avatar Properties Inc. ("Avatar") have entered into an Agreement for Development of Poinciana Parkway, dated as of October 15, 2012 (the "Development Agreement"), providing for the funding and construction and operation of a controlled access collector road connecting Polk County with Osceola County, beginning in Polk County at the existing intersection of County Road 54 and US 17-92 and terminating in Osceola County at Cypress Parkway ("Poinciana Parkway"); and

WHEREAS, Poinciana Parkway has been completed and is open for traffic; and

WHEREAS, Poinciana Parkway (Osceola) is included in CFX's 2040 Master Plan; and

WHEREAS, Osceola County has issued its Expressway System Senior Lien Revenue Bonds, Series 2014A (Poinciana Parkway Project) and Expressway System Senior Lien Revenue Bonds, Series 2014B (Poinciana Parkway Project) to pay a portion of the costs of Poinciana Parkway and made the proceeds available for requisition by OCX, pursuant to Section 5.05 of the Development Agreement; and

WHEREAS, Osceola County has entered into a State-Funded State Infrastructure Bank Loan Agreement (the "SIB Loan Agreement") with the State of Florida Department of Transportation ("FDOT"), pursuant to which FDOT has made a \$20,000,000 loan (the "SIB Loan") to pay a portion of the costs of Poinciana Parkway; and

WHEREAS, Osceola County made the SIB Loan proceeds available to OCX, pursuant to Section 5.05 of the Development Agreement; and

WHEREAS, repayment of the SIB Loan is secured by a covenant by Osceola County to budget and appropriate non-ad valorem funds to pay the debt service becoming due thereon; and

WHEREAS, Osceola County has agreed to the form of a Stormwater Drainage, Construction and Maintenance Agreement with Avatar to provide a portion of the stormwater drainage necessary for the Osceola Right-of-Way; and

WHEREAS, pursuant to Section 4.01 of the Development Agreement, Osceola County has entered into a Lease-Purchase Agreement with OCX (the "Original Lease-Purchase Agreement"), pursuant to which OCX agreed to assume certain obligations of Osceola County

related to that portion of Poinciana Parkway located within Osceola County ("Poinciana Parkway (Osceola)"); and

WHEREAS, pursuant to Section 20 of Chapter 2014-171, Laws of Florida, CFX and OCX have entered into an Assignment and Assumption Agreement, dated as of December 31, 2018 (the "Assignment Agreement"), transferring the assets, liabilities, facilities, tangible and intangible property and any other legal rights of OCX, including the rights and obligations of OCX under the Original Lease-Purchase Agreement, to CFX; and

WHEREAS, Section 714 of the Trust Agreement provides that Osceola County may lease, as lessor, all or any part of the Expressway System, or contract or agree for the performance by others of operations or services on or in connection with the Expressway System or any part thereof, for any lawful purpose, and that Osceola County shall remain fully obligated and responsible under the Trust Agreement to the same extent as if such lease, contract or agreement, or any amendment or rescission thereof had not been executed; and

WHEREAS, in anticipation of the Original Lease-Purchase Agreement transfer pursuant to the Assignment Agreement, Osceola County and CFX desire to enter into this Restated Lease-Purchase Agreement to become effective simultaneously with the Assignment Agreement; and

WHEREAS, the OCX expressway system consists solely of (A) its contractual right under the Original Lease-Purchase Agreement to operate, as lessee, Poinciana Parkway (Osceola), and (B) the obligation of Osceola County to convey the Poinciana Parkway (Osceola) to OCX, as therein described; and

WHEREAS, since OCX neither owns or operates any other tolled facilities or assets, the circumstances described in the foregoing clause functionally limit OCX's compliance with its obligations under the Original Lease-Purchase Agreement to Poinciana Parkway Revenues (as hereinafter defined); and

WHEREAS, the responsibilities, duties and obligations of CFX under this Restated Lease-Purchase Agreement are limited to (A) Poinciana Parkway Revenues, (B) CFX's legal ability to perform such responsibilities, duties and obligations, and (C) solely to the extent that any actions or omissions of any third parties directly and adversely affect CFX's ability to perform such responsibilities, duties and obligations, the actions or omissions of such third parties; and

WHEREAS, in addition to operating Poinciana Parkway (Osceola) in accordance with the express terms and conditions of this Restated Lease-Purchase Agreement and subject to the conditions specified in this Restated Lease-Purchase Agreement, CFX intends to acquire Poinciana Parkway (Osceola), as hereinafter defined, with the expectation of owning and operating Poinciana Parkway (Osceola) as a System Project, as defined in and in accordance with its Master Bond Resolution and as limited access tolled expressway upon CFX Board advancement of the Poinciana Parkway Extension;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.01. RECITALS. The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Restated Lease-Purchase Agreement.

SECTION 1.02. DEFINITIONS. As used in this Restated Lease-Purchase Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Annual Budget" means CFX's budget for the receipt and use of Poinciana Parkway Revenues for a Fiscal Year, adopted pursuant to Article V hereof.

"Avatar" means Avatar Properties Inc., a Florida corporation.

"Bondholders" means the "Owners" of "Bonds" and the "Holders" of "Parity Debt," as such terms are defined in the Trust Agreement.

"Business Day" means any day other than a Saturday, a Sunday or a day on which offices of the United States Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York, in Kissimmee, Florida, in Orlando, Florida or in the city where the principal or designated office of the Trustee is located.

"Capital Improvements Budget" for any Fiscal Year means the budget for capital improvements adopted by CFX in accordance with Article V hereof.

"CFX" means the Central Florida Expressway Authority, a body politic and corporate created by Part III, chapter 348, Florida Statutes.

"CFX Board" means the governing body of CFX, as described in Section 348.753(3), Florida Statutes.

"CFX Executive Director" means the Executive Director of CFX or the chief executive officer of CFX.

"CFX Master Bond Resolution" means that certain Amended and Restated Master Bond Resolution of CFX, adopted on February 3, 2003, as amended and supplemented from time to time.

"CFX Obligations" means any and all expressly stated duties, responsibilities, covenants, agreements or other obligations of CFX under this Restated Lease-Purchase Agreement or any contract or agreement related hereto.

"CFX System" has the meaning ascribed to the term "System" in the CFX Master Bond Resolution.

"Closing" means the date on which Osceola County conveys Poinciana Parkway (Osceola) to CFX pursuant to Article VII hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Concept and Feasibility Study" means a comprehensive concept and feasibility study to determine whether a project segment is Viable.

"Development Agreement" means the Agreement for Development of Poinciana Parkway, dated as of October 15, 2012, among OCX, Osceola County, Polk County and Avatar, and recorded in Book 4335, Pages 291-402 of the Official Records of Osceola County, Florida, including any amendments and supplements thereto executed and delivered in accordance with the terms thereof.

"Effective Date" means December 31, 2018.

"Expansion Right-of-Way" means the property (131.43± acres) designated as Expansion Area "B" on Appendix A.

"FDOT" means the State of Florida Department of Transportation.

"Fiscal Year" means the financial year of Osceola County and shall include that period of time from and including the first day of October of any calendar year to and including the thirtieth day of September of the next calendar year.

"General Reserve Fund" means the fund by that name created under the Trust Agreement.

"Initial Project Account" means "Initial Project Account" of the Project Fund created pursuant to the Trust Agreement.

"Initial Right-of-Way" means the property (157.56± acres) designated as Existing Area "A" on Appendix A.

"Insurance Consultant" means any person or firm having a favorable reputation in the State for skill and experience in dealing with the insurance requirements of road and highway systems similar to Poinciana Parkway (Osceola) and in performing the duties to be imposed upon the Insurance Consultant by this Restated Lease-Purchase Agreement.

"Non-System Project" has the meaning ascribed to such term in the CFX Master Bond Resolution.

"OCX" means the Osceola County Expressway Authority, a body politic and corporate created by Part V, chapter 348, Florida Statutes.

"Operating Expenses" means the current expenses for the operation, maintenance and repair of Poinciana Parkway (Osceola), as more particularly described in in the Trust Agreement.

"Operations and Maintenance Expense Fund" means "Osceola County, Florida Expressway System Operations and Maintenance Expense Fund" created pursuant to the Trust Agreement.

"Original Lease-Purchase Agreement" means, the Lease-Purchase Agreement entered into by Osceola County and OCX pursuant to Section 4.01 of the Development Agreement, under which OCX agreed to assume certain obligations of Osceola County related to Poinciana Parkway (Osceola).

"Osceola County" means Osceola County, Florida, a charter county and political subdivision of the State.

"Osceola County Commission" means the Board of Commissioners of Osceola County.

"Osceola County Manager" means the chief executive officer of Osceola County.

"Osceola Right-of-Way" means the property described in the plat of Poinciana Parkway – Osceola County Portion, as recorded in Plat Book 22, Pages 163 through 177 of the Public Records of Osceola County, Florida.

"Poinciana Parkway (Osceola)" means that portion of Poinciana Parkway located within Osceola County, including but not limited to, the Osceola Right-of-Way, the Tangible Personal Property.

"PD&E Study" means a development and environmental study of a project segment conducted in a manner consistent with the FDOT Project Development and Environmental Manual.

"Poinciana Parkway" means a controlled access collector road connecting Polk County with Osceola County, beginning in Polk County at the existing intersection of County Road 54 and US 17-92 and terminating in Osceola County at Cypress Parkway.

"Poinciana Parkway Expansion" means widening Poinciana Parkway from 2-lanes to 4-lanes.

"Poinciana Parkway Extension" means a four-lane limited access facility extending Poinciana Parkway from its northern terminus to County Road 532 at the Osceola County/Polk County line.

"Poinciana Parkway Revenues" means all receipts, revenues, income, proceeds and money actually received during the term of this Restated Lease-Purchase Agreement, as more particularly described in the Trust Agreement.

"Polk County" means Polk County, a charter county and political subdivision of the State of Florida.

"Project Fund" means the "Expressway System Project Fund" created pursuant to the Trust Agreement.

"Renewal and Replacement Fund" means the "Osceola County, Florida Expressway System Renewal and Replacement Fund" created pursuant to the Trust Agreement.

"Restated Lease-Purchase Agreement" means this Amended and Restated Lease Purchase Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Revenue Fund" means the "Osceola County, Florida Expressway Revenue Fund" created pursuant to the Trust Agreement.

"Senior Lien Parity Reserve Account" means the "Senior Lien Parity Reserve Account" in the "Expressway Senior Lien Debt Service Fund" created for the Series 2014 Bonds pursuant to the Trust Agreement and the First Supplemental Trust Agreement, dated as of April 1, 2014, between Osceola County, Florida and Branch Banking and Trust Company, as trustee.

"Series 2014 Bonds" means Osceola County's \$34,765,000 Expressway System Senior Lien Revenue Bonds, Series 2014A (Poinciana Parkway Project), \$7,373,771.30 Expressway System Senior Lien Revenue Capital Appreciation Bonds, Series 2014B-1 (Poinciana Parkway Project), and \$27,570,693.20 Expressway System Senior Lien Revenue Convertible Capital Appreciation Bonds, Series 2014B-2 (Poinciana Parkway Project).

"SIB Loan" means the \$20,000,000 loan made by FDOT to Osceola County pursuant to the SIB Loan Agreement to fund a portion of the Poinciana Parkway construction cost.

"SIB Loan Agreement" means the State-Funded State Infrastructure Bank Agreement (Catalog of State Financial Assistance (CSFA) 55.020, Contract Number ARC81, Financial Project Number 433722-1-58-01) between Osceola County and FDOT.

"State" means the State of Florida.

"Subordinate Lien Debt Service Fund" means the "Osceola County, Florida Expressway System Subordinate Lien Debt Service Fund" created pursuant to the Trust Agreement.

"System Project" has the meaning ascribed to such term in the CFX Master Bond Resolution.

"Tangible Personal Property" means the furniture, fixtures and equipment or other property or assets owned by Osceola County that is utilized in the acquisition, construction, equipping or operation of Poinciana Parkway (Osceola), including without limitation, gantries, tolling equipment, buildings and fiber optic cable.

"Title Commitment" means an A.L.T.A. title commitment, with Florida modifications, issued by the Title Company.

"Title Company" means Stewart Approved Title, Inc.

"Traffic Consultant" means any traffic and revenue consultant or firm of traffic and revenue consultants of favorable reputation for skill and experience in performing the duties for

which such consultant is required to be employed pursuant to the provisions of this Restated Lease-Purchase Agreement or the Trust Agreement.

"Transition Agreement" means the Interlocal Agreement among Osceola County, CFX and OCX dated August 15, 2016, relating to Poinciana Parkway (Osceola) and proposed expansion segments.

"Trust Agreement" means the Trust Agreement, dated as of April 1, 2014, between Osceola County, Florida and Branch Banking and Trust Company, as trustee, authorizing and securing Osceola County, Florida Expressway System Revenue Bonds, attached hereto as Appendix C.

"Trustee" means Branch Banking and Trust Company, as trustee under the Trust Agreement, or any successor trustee under the provisions of the Trust Agreement.

"Viable" means a project segment is projected in writing by CFX's traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such project segment.

SECTION 1.03. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Restated Lease-Purchase Agreement; the term "heretofore" shall mean before the date this Restated Lease-Purchase Agreement is executed; and the term "hereafter" shall mean after the date this Restated Lease-Purchase Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other parties to this Restated Lease-Purchase Agreement. All cross-references herein to another Article, Section, paragraph or provision of this Restated Lease-Purchase Agreement (collectively, a "Referenced Provision") shall be deemed to incorporate the text of the Referenced Provision into the body of this Restated Lease-Purchase Agreement, at the location of each such cross-reference, as if the text of such Referenced Provision were set forth therein in its entirety. All parties have participated in the drafting and preparation of this Restated Lease-Purchase Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Sections of this Restated Lease-Purchase Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Restated Lease-Purchase Agreement nor affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of CFX herein contained:

(A) Osceola County is a charter county and political subdivision of the State and has all requisite power and authority to enter into the transactions contemplated by this Restated Lease-Purchase Agreement and to carry out its obligations hereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Restated Lease-Purchase Agreement.

(C) Osceola County has duly authorized the execution and delivery of the Trust Agreement and this Restated Lease-Purchase Agreement, and assuming the due authorization, execution and delivery by the other parties hereto, the Trust Agreement and this Restated Lease-Purchase Agreement constitute valid and legally binding obligations of Osceola County, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Restated Lease-Purchase Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Restated Lease-Purchase Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.02. REPRESENTATIONS OF CFX. CFX makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) CFX is duly organized and validly existing as a body politic and corporate created by Part III, chapter 348, Florida Statutes.

(B) CFX has full power and authority to enter into the transactions contemplated by this Restated Lease-Purchase Agreement and to carry out its obligations hereunder.

(C) CFX is not in default under any provisions of the laws of the State material to the performance of its obligations under this Restated Lease-Purchase Agreement.

(D) CFX has duly authorized the execution and delivery of this Restated Lease-Purchase Agreement, and assuming the due authorization, execution and delivery by the other parties hereto, this Restated Lease-Purchase Agreement constitutes a valid and legally binding obligation of CFX, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(E) The authorization, execution and delivery of this Restated Lease-Purchase Agreement and the compliance by CFX with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to CFX or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which CFX is subject or by which it is bound.

(F) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of CFX, threatened against or affecting CFX, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Restated Lease-Purchase Agreement or which, in any way, would materially adversely affect the validity of this Restated Lease-Purchase Agreement or any agreement or instrument to which CFX is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

ARTICLE III
LIMITATION ON CFX OBLIGATIONS

SECTION 3.01. LIMITATION TO POINCIANA PARKWAY REVENUES. Osceola County and CFX acknowledge and agree that the CFX Obligations shall be expressly limited to Poinciana Parkway Revenues actually received by CFX and available for such purposes. Upon application of Poinciana Parkway Revenues in accordance with this Restated Lease-Purchase Agreement and performance of its duties hereunder to the extent Poinciana Parkway Revenues are available for such purposes, CFX shall have fully performed its CFX Obligations with respect to such Poinciana Parkway Revenues. CFX shall not be required to perform, satisfy or discharge any CFX Obligations to the extent that Poinciana Parkway Revenues are not received by CFX or are otherwise not legally available for such purpose. For the avoidance of doubt, Osceola County acknowledges and agrees that CFX shall have no duty responsibility or obligation to expend any of its funds or other revenues, including but not limited to System Pledged Revenues (as defined in its Master Bond Resolution) in furtherance of its performance of any of its CFX Obligations hereunder.

SECTION 3.02. COMPLIANCE WITH APPLICABLE LAW. Osceola County and CFX acknowledge and agree that the CFX Obligations shall be further limited to the full extent that the performance of any of the CFX Obligations are prohibited, restricted or limited in any way by applicable law.

SECTION 3.03. THIRD-PARTIES. The limitations set forth in this Article shall apply to Osceola County and to any other party that has the right to enforce or compel the performance by CFX of the CFX Obligations.

ARTICLE IV
LEASE-PURCHASE

SECTION 4.01. LEASE OF POINCIANA PARKWAY (OSCEOLA).

(A) For and in consideration of the mutual terms, agreements, covenants and obligations specified in this Restated Lease-Purchase Agreement, Osceola County hereby agrees to lease Poinciana Parkway (Osceola) to CFX and CFX hereby agrees to lease Poinciana Parkway (Osceola) from Osceola County. The parties acknowledge and agree that the lease of Poinciana Parkway (Osceola) is for the purpose of allowing CFX to access Poinciana Parkway (Osceola) in order to operate and maintain Poinciana Parkway (Osceola) during the term hereof. The lease of Poinciana Parkway (Osceola) shall be subject to the conditions and limitations herein expressed, particularly including Article III hereof, for the term described in Section 8.02 hereof. CFX accepts Poinciana Parkway (Osceola) in its condition on the Effective Date.

(B) During the term of this Restated Lease-Purchase Agreement, CFX shall be entitled to peaceful and quiet enjoyment of Poinciana Parkway (Osceola) for the full term of this Restated Lease-Purchase Agreement without interruption or interference by Osceola County or any person claiming through Osceola County. Osceola County shall, to the extent that it has the legal right to do so, prohibit any other person or entity (including any governmental entity) from using and/or accessing the Poinciana Parkway (Osceola) without the consent of CFX.

(C) Osceola County acknowledges CFX's intent to convert Poinciana Parkway (Osceola) to a limited access facility and agrees to fully cooperate with CFX and execute any documents in its capacity as the owner of Poinciana Parkway (Osceola) necessary or desirable to facilitate the conversion. Notwithstanding the limitation set forth in Section 3.01 hereof, CFX agrees to pay or reimburse Osceola County for any and all expenses or obligations incurred in connection therewith.

(D) To the extent not prohibited by law, Osceola County reserves the right to place an appropriate permanent plaque recognizing the efforts of OCX at a mutually agreeable location on Poinciana Parkway (Osceola).

(E) In the event that any right-of-way or interest in land conveyed by Avatar to Osceola County pursuant to the Development Agreement becomes permanently unnecessary or undesirable for the construction of the Poinciana Parkway (Osceola) or related avenues of access, appurtenant facilities or future expansions or extensions of the Poinciana Parkway (Osceola) in accordance with CFX's *2040 Master Plan* (as determined by CFX in its reasonable judgment), either because of redesign or construction of Poinciana Parkway (Osceola) separately from the Rhododendron Extension and the Southwest Segment (as such terms are defined in the Development Agreement), or because construction of the Rhododendron Extension, then any such excess right-of-way or interest in land, to the extent permitted by law and determined to be excess right-of-way by CFX, shall be promptly reconveyed by CFX to Avatar upon Avatar's request and thereupon excluded from this Restated Lease-Purchase Agreement.

SECTION 4.02. OPERATION AND MAINTENANCE.

(A) CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof: (1) operate Poinciana Parkway (Osceola) as a Non-System Project in an efficient and economical manner; (2) maintain the properties constituting Poinciana Parkway (Osceola) in good repair and in sound operating condition; and (3) comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body that are applicable to Poinciana Parkway (Osceola).

(B) CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof: (1) serve as the exclusive procuring agent for the acquisition, installation, operation and maintenance of all property, plant and equipment designed to calculate the tolls to be charged to users of Poinciana Parkway (Osceola) and (2) institute such administrative procedures and enter into such agreements with third party service providers with respect to its EPASS electronic toll collection system as shall be necessary to assure that the tolls so charged are collected to the extent reasonably practicable. Notwithstanding the foregoing, in selecting the toll identification and collection technology to be utilized, the equipment and service vendors to utilize, the technology hardware and software to be utilized, including all processes used for revenue collection, CFX may take into consideration such factors as CFX shall in its reasonable discretion determine to be necessary or desirable, such as compatibility of the systems used for Poinciana Parkway (Osceola) with the systems by other toll road operators, emerging technologies and the adaptability of the systems utilized to emerging technologies, customer costs associated with the systems selected, the accuracy of the systems selected in computing and assessing tolls and such other factors and CFX shall determine relevant. CFX shall have no obligation or responsibility for the actions or omissions of any other toll road operator or their respective vendors, if any, in connection with the performance of any of its CFX Obligations hereunder, including without limitation this Section 4.02(B).

(C) Pursuant to the Trust Agreement, the Trustee is required to credit the Operations and Maintenance Expense Fund an amount equal to the next succeeding month's budgeted Operating Expenses, as set forth in the Annual Budget, on the last Business Day of each month. Amounts on deposit in the Operations and Maintenance Expense Fund shall be available to CFX for payment or reimbursement to CFX of the Operating Expenses.

(D) If, for any reason there are insufficient Poinciana Parkway Revenues to pay Operating Expenses during the term of this Restated Lease-Purchase Agreement, Osceola County and CFX may make mutually acceptable arrangements to pay such Operating Expenses to the extent that Poinciana Parkway Revenues are insufficient for such purpose.

SECTION 4.03. RENEWALS AND REPLACEMENTS. CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, be responsible for all unusual or extraordinary maintenance, repairs, renewals or replacements or capital improvements related to Poinciana Parkway (Osceola), as provided in the Capital Improvements Budget, to the extent funds are available in the Renewal and Replacement Fund or, if approved by Osceola County, the General Reserve Fund. If, for any reason there are insufficient Poinciana Parkway Revenues to pay for unusual or extraordinary maintenance, repairs, renewals or replacements or capital improvements, Osceola County and CFX may make mutually

acceptable arrangements to pay such unusual or extraordinary maintenance, repairs, renewals or replacements or capital improvements to the extent that Poinciana Parkway Revenues are insufficient for such purpose.

SECTION 4.04. INSURANCE. CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, satisfy all insurance requirements set forth in the Trust Agreement. CFX may submit written inquiries to Osceola County to ascertain its compliance with the requirements set forth in the Trust Agreement and shall be entitled to rely upon the written responses provided by Osceola County to such inquiries, which Osceola County shall promptly provide to CFX. CFX shall pay or direct providers of any insurance policies to pay the proceeds of any insurance with respect to Poinciana Parkway (Osceola) to Osceola County, who shall apply all insurance proceeds in accordance with the Trust Agreement. CFX shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving Osceola County thirty days prior written notice of such proposed action, except in the event of non-payment of the premium, for which Osceola County shall be given 10 days written notice of such proposed action. Osceola County Board of County Commissioners and Osceola County shall be named as additional insured. General liability coverage shall be primary/non-contributory. Reasonable deviations from the insurance specifications shall be permitted if and to the extent necessary to procure such insurance and not inconsistent with the requirements set forth in the Trust Agreement, provided however, that any such deviation must be reviewed and approved by Osceola County.

SECTION 4.05. POLICIES, RULES AND REGULATIONS. CFX shall apply and use the same policies, rules and regulations adopted by CFX from time to time in connection with the operation of the CFX System in connection with its operation of the Poinciana Parkway (Osceola), including right-of-way utilization and any charges therefor. Except as otherwise required by law, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, CFX shall require all users to pay for use of and services furnished by Poinciana Parkway (Osceola) at the tolls, rates, fees and charges established by OCX and disclosed to the Bondholders, as set forth in Section 5.06(C) hereof.

SECTION 4.06. LIENS AND ENCUMBRANCES. Except as expressly permitted in the Trust Agreement in the performance of the CFX Obligations, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, CFX shall not create or suffer to be created any lien or charge upon Poinciana Parkway (Osceola) or any part thereof, or on the Poinciana Parkway Revenues, except for Permitted Encumbrances (as defined in the Trust Agreement). CFX may submit written inquiries to Osceola County to ascertain its compliance with the requirements set forth in the Trust Agreement and shall be entitled to rely upon the written responses provided by Osceola County to such inquiries, which Osceola County shall promptly provide to CFX. CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, discharge or cause to be discharged, or shall make adequate provision to satisfy and discharge, within sixty days after the same become due and payable, all lawful costs, expenses, liabilities and charges relating to the maintenance, repair, replacement or improvement by CFX or any person contracting with CFX of the properties constituting Poinciana Parkway (Osceola) and the operation of Poinciana Parkway (Osceola) and lawful claims and demands for labor, materials, supplies or other objects that might

by law become a lien upon Poinciana Parkway (Osceola) or Poinciana Parkway Revenues if unpaid. Nothing contained in this Section shall require CFX to pay or cause to be discharged, or make provision for the payment, satisfaction and discharge of, any lien, charge, cost, liability, claim or demand so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

SECTION 4.07. DEVELOPMENT AGREEMENT. Osceola County, OCX, Polk County and Avatar entered into the Development Agreement to providing for the funding and construction and operation of Poinciana Parkway. Following the Effective Date, CFX agrees to perform all of the duties, obligations and liabilities of Osceola County with respect to the Development Agreement. The provisions of this Section are intended to be severable from all other provisions of this Restated Lease-Purchase Agreement and to survive the Closing and termination of this Restated Lease-Purchase Agreement, and not be merged into any termination of this Lease-Purchase Agreement.

SECTION 4.08. DRAINAGE AGREEMENT. CFX acknowledges that (A) Osceola County and Avatar were obligated under the Development Agreement to enter into an agreement to provide a portion of the stormwater drainage necessary for the Osceola Right-of-Way; and (B) although the general form of the drainage agreement has been approved by the parties to the Development Agreement, the agreement has not been executed. CFX agrees to acquire the necessary drainage, either by negotiation or eminent domain.

SECTION 4.09. ENFORCEABILITY BY TRUSTEE AND BONDHOLDERS. All covenants, agreements and provisions of this Restated Lease-Purchase Agreement shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof with respect to CFX, be for the benefit of, and shall be a contract with, the Trustee and Bondholders, and shall be enforceable by the Trustee or any Bondholder against either Osceola County or CFX to the same extent, in the same manner, and subject to the limitations applicable to the Trustee or Bondholders' rights to enforce the Trust Agreement. Subject to the foregoing, Osceola County and CFX do hereby consent to the bringing of any proceedings in any court of competent jurisdiction in the State by the Trustee or any Bondholder for the enforcement of any and all covenants, terms or provisions of the Restated Lease-Purchase Agreement and do hereby waive, to the extent permitted by law, any privilege or immunity from suit which Osceola County or CFX may now or hereafter have as a political subdivision or body politic and corporate of the State with respect to the enforcement of this Restated Lease-Purchase Agreement by the Trustee or Bondholders. However, no covenant or agreement contained in this Restated Lease-Purchase Agreement shall be deemed to be the covenant or agreement of any commissioner, board member officer or employee of Osceola County or CFX in such person's individual capacity.

SECTION 4.10. COMPLIANCE WITH APPLICABLE LAW. CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, comply or with respect to any person acting on behalf of or at the direction of CFX, cause there to be compliance with all applicable laws, orders, rules, regulations and requirements of any governmental authority with jurisdiction relating to CFX's construction, use and operation of Poinciana Parkway (Osceola). Nothing contained in this Section shall prevent CFX from contesting in good faith the applicability or validity of any law, ordinance, order, rule, regulation, or requirement so long as its failure to comply with the same during the period of such

contest will not materially impair the operation or revenue-producing capability of Poinciana Parkway (Osceola).

SECTION 4.11. FURTHER ASSURANCES. The parties hereto agree to cooperate with each other and shall promptly cure any errors or defects in this Restated Lease-Purchase Agreement and further agree to approve, execute and deliver such other and further amendments, documents and instruments consistent with this Restated Lease-Purchase Agreement as may be reasonably required to correct any errors or defects or satisfy or comply with the terms and provisions of this Restated Lease-Purchase Agreement, provided, however, no such amendments, documents or instruments shall change the economic terms of the transaction as contemplated by this Restated Lease-Purchase Agreement or affect the obligations or liability of the parties hereunder.

SECTION 4.12. OBLIGATIONS ABSOLUTE AND UNCONDITIONAL. The obligations of CFX to perform any and all of the covenants and agreements on its part contained herein shall be absolute, unconditional and irrevocable. Throughout the term of this Restated Lease-Purchase Agreement, CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, (A) not suspend or discontinue the insurance, operation, maintenance and repair of Poinciana Parkway (Osceola); (B) not suspend the collection, deposit or transfer of the Poinciana Parkway Revenues as provided for herein, and (C) perform and observe all of its other agreements and covenants contained in this Restated Lease-Purchase Agreement.

SECTION 4.13. NO SET-OFF OF POINCIANA PARKWAY REVENUES. No breach or failure by Osceola County to comply with the provisions of this Restated Lease-Purchase Agreement shall permit abatement or reduction in or set-off against the Poinciana Parkway Revenues collected by CFX hereunder or investment earnings thereon; provided however, that such prohibition shall in no way affect CFX's ability to abate, reduce or set off amounts otherwise due from CFX to Osceola County hereunder for such breach or failure by Osceola County from sources other than Poinciana Parkway Revenues. Nothing in this Restated Lease-Purchase Agreement shall otherwise impair, diminish or affect any other right or remedy available to CFX, (A) as a result of Osceola County's breach, default or failure under this Restated Lease-Purchase Agreement, or (B) to enforce the obligations of Osceola County under this Restated Lease-Purchase Agreement. No dispute or litigation between Osceola County and CFX with respect to this Restated Lease-Purchase Agreement shall affect either party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

ARTICLE V

FINANCIAL OBLIGATIONS

SECTION 5.01. TRUST AGREEMENT. Osceola County has entered into the Trust Agreement and issued the Series 2014 Bonds to pay a portion of the costs of Poinciana Parkway and made the proceeds available for requisition by OCX, pursuant to Section 5.05 of the Development Agreement. The Trust Agreement anticipated execution of the Original Lease-Purchase Agreement and contemplates amendments and supplements, such as this Revised Purchase Agreement. CFX hereby agrees, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, to perform its duties and obligations under this Restated Lease-Purchase Agreement in accordance with the Trust Agreement. CFX may submit written inquiries to Osceola County to ascertain its compliance with the requirements set forth in the Trust Agreement and shall be entitled to rely upon the written responses provided by Osceola County to such inquiries, which Osceola County shall promptly provide to CFX. No specific reference to the Trust Agreement in this Restated Lease-Purchase Agreement shall be construed to limit the generality of the foregoing. A copy of any notice given to Osceola County by the Trustee pursuant to the Trust Agreement shall immediately be provided by Osceola County to CFX. Osceola County shall not amend the Trust Agreement without written approval from CFX, which shall not be withheld unreasonably.

SECTION 5.02. TAX COVENANT. The Series 2014 Bonds have been issued by Osceola County in compliance with the conditions necessary for interest on the Series 2014 Bonds to be excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code. It is the intent of Osceola County and CFX that the interest on the Series 2014 Bonds and all other Bonds (as defined in the Trust Agreement) issued under the requirements of Section 103(a) of the Code be and remain excludable from gross income for federal income tax purposes. To that end, CFX covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Series 2014 Bonds, which was excludable from the gross income of the Bondholders for federal income taxes on the date of their issuance, shall continue to be so excludable. CFX may submit written inquiries to Osceola County to ascertain its compliance with the requirements set forth in the Trust Agreement and shall be entitled to rely upon the written responses provided by Osceola County to such inquiries, which Osceola County shall promptly provide to CFX.

SECTION 5.03. SIB LOAN AGREEMENT. Osceola County has entered into the SIB Loan Agreement and incurred the SIB Loan to pay a portion of the costs of Poinciana Parkway. CFX acknowledges that the SIB Loan Agreement is secured by a covenant by Osceola County to budget and appropriate non-ad valorem funds for the payment of debt service on the SIB Loan and that the obligation of Osceola County to repay the SIB Loan constitutes Subordinate Lien Parity Debt under the Trust Agreement. When CFX notifies Osceola County of its intention to acquire

Poinciana Parkway (Osceola) pursuant to Section 7.01(B) hereof, it shall include notice of its election regarding the SIB Agreement.

(A) If CFX elects to assume the SIB Loan, it shall provide documentation at the Closing satisfactory to Osceola County, in its reasonable judgment, demonstrating assumption of the SIB Loan by CFX and terminating the SIB Loan Agreement.

(B) IF CFX elects not to assume the SIB Loan, the purchase price for the Initial Right-of-Way and Tangible Personal Property shall include the amount necessary to prepay the SIB Loan pursuant to Section 8.01 of the SIB Loan Agreement. In such event, Osceola County shall give notice to FDOT of its intent to prepay the SIB Loan and, if possible, obtain an estoppel letter from FDOT as of the tentative date of Closing.

SECTION 5.04. CONTINUING DISCLOSURE.

(A) CFX acknowledges that Osceola County has executed a Continuing Disclosure Certificate in the form attached to the Official Statement delivered in connection with issuance of the Series 2014 Bonds which requires dissemination of information held by CFX. CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions with respect to its operation of Poinciana Parkway (Osceola) following the Effective Date as Osceola County may reasonably require in connection with the Series 2014 Bonds, including without limitation, any continuing disclosure undertaking necessary for Osceola County to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12.

(B) CFX acknowledges that Osceola County has executed a Continuing Disclosure Agreement in the form attached to the SIB Loan Agreement which requires provision of information held by CFX. Commencing on the Effective Date, CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions as Osceola County may reasonably require in connection with the SIB Loan Agreement.

(C) CFX's obligations under the foregoing subsections (A) and (B) shall be subject to the limitations set forth in Article III hereof. CFX may submit written inquiries to Osceola County to ascertain its compliance with the requirements set forth in the Continuing Disclosure Certificate or Continuing Disclosure Certificate and shall be entitled to rely upon the written responses provided by Osceola County to such inquiries, which Osceola County shall promptly provide to CFX.

SECTION 5.05. COLLECTION AND DISPOSITION OF REVENUES. CFX acknowledges the pledge of Poinciana Parkway Revenues made by Osceola County under the Trust Agreement and CFX covenants in favor of the Bondholders and Osceola County that it shall, during the term of this Agreement, truly and faithfully collect all Poinciana Parkway Revenues, specifically including but not limited to the toll revenues, and shall deposit all Poinciana Parkway Revenues when received into the Revenue Fund.

SECTION 5.06. RATES AND CHARGES.

(A) Osceola County and CFX acknowledge that OCX has approved a toll schedule by resolution adopted March 4, 2014. Osceola County and CFX further acknowledge that the toll assumptions made by Jacobs Engineering Group, Inc. in the Toll Traffic and Gross Revenue Study, including future increases, are based on the rates approved by OCX's resolution and that the Toll Traffic and Gross Revenue Study was included in the Official Statement distributed by Osceola County in connection with its issuance of the Series 2014 Bonds. In light of the foregoing, the parties agree that the following minimum tolls will be charged for each one-way trip for a two-axle vehicle:

<u>Toll Location</u>	<u>Effective Date</u>	<u>2 Axles</u>	<u>3 Axles</u>	<u>4 Axles</u>	<u>5 Axles</u>	<u>6 Axles</u>
<i>Poinciana Bridge South</i>						
	Initial Toll Date ¹	\$1.75	\$2.65	\$3.50	\$4.40	\$5.25
	January 1, 2017	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00
	January 1, 2018 and every year thereafter ²	+\$0.05	+ per axle rate x 3 ³	+ per axle rate x 4 ³	+ per axle rate x 5 ³	+ per axle rate x 6 ³
<i>Marigold/KOA</i>						
	Initial Toll Date ¹ and thereafter	\$0.50	\$0.75	\$1.00	\$1.25	\$1.50

¹ The Initial Toll Date is the date which is 30 days following the date that the respective segments of Poinciana Parkway Project which contain these toll gantries are opened for traffic.

² Beginning on January 1, 2018 and every year thereafter (each, an "Adjustment Date), tolls at this location will be increased by \$0.05 for 2 axle vehicles.

³ For axles in excess of 2 axles, the per axle toll rate for a 2-axle toll shall be multiplied by the number of axles and rounded to the nearest nickel to determine the increased rate of toll on each Adjustment Date. For example, on January 1, 2018, the 2-axle toll rate will increase to \$2.05. The per axle toll will be \$1.025/ axle and the toll for a 3-axle vehicle will increase to \$3.10 (\$1.025 x 3 = \$3.075, rounded to \$3.10).

In addition to the foregoing toll schedule, a surcharge of no less than \$0.50 shall be added for all video toll collections or toll by plate collections to offset the increased administrative costs of toll collection and to address leakage/lost tolls from video collections.

(B) Osceola County and CFX shall monitor the application of Poinciana Toll Revenues to ensure that Poinciana Parkway Revenues: (1) generate sufficient funds to make all deposits required to be made under the Trust Agreement, including but not limited to subsections (a) through (i) of Section 503 thereof, and (2) otherwise comply with the terms of the Trust Agreement relating to such rates and charges, including but not limited to Section 704 thereof. If necessary to satisfy the requirements of the Trust Agreement, Osceola County and CFX shall agree upon revisions to the tolls, fees, rentals and other charges necessary to generate sufficient funds and comply with the terms of the Trust Agreement.

(C) To the extent CFX is required to adjust tolls in accordance with the toll rate adjustment requirements set forth above, it shall implement any such toll rate adjustments on July 1 of each year, or to the extent that CFX adjusts the toll rates on the CFX System on a different date during the year, such different date, provided such adjustments are implemented at least once a year. Notwithstanding the foregoing, the scheduled toll rate increases shall not be implemented if the Traffic Consultant determines that such increases would have an adverse effect on the Net Revenues (as defined in the Trust Agreement).

(D) CFX may submit written inquiries to Osceola County to ascertain its compliance with the requirements set forth in the Trust Agreement and shall be entitled to rely upon the written responses provided by Osceola County to such inquiries, which Osceola County shall promptly provide to CFX.

SECTION 5.07. PROHIBITION AGAINST INDEBTEDNESS.

(A) Osceola County hereby represents to CFX that other than the indebtedness described in this Restated Lease-Purchase Agreement, it has not incurred any indebtedness payable from Poinciana Parkway Revenues or otherwise with respect to Poinciana Parkway (Osceola).

(B) During the period that the Poinciana Parkway (Osceola) is operated as a Non-System Project, CFX shall not incur any indebtedness payable from Poinciana Parkway Revenues without the prior written consent of Osceola County, which consent shall be deemed to include a representation by Osceola County that such indebtedness is permitted under the terms of the Trust Agreement. In addition, during the period that the Poinciana Parkway (Osceola) is operated as a Non-System Project, CFX shall have no responsibility or obligation to incur indebtedness related to the Poinciana Parkway (Osceola) that is secured by any funds or revenues of CFX.

(C) During the period that the Poinciana Parkway (Osceola) is operated as a Non-System Project, Osceola County agrees that it will not incur any indebtedness payable from Poinciana Parkway Revenues without certifying that Poinciana Parkway Revenues will be sufficient to allow CFX to satisfy its obligations under this Restated Lease-Purchase Agreement, taking into account the application of such Poinciana Parkway Revenues to pay the Series 2014 Bonds, the SIB Loan and the proposed additional indebtedness. To the extent that, after the effective date of this Restated Lease-Purchase Agreement, Osceola County incurs additional indebtedness payable from Poinciana Parkway Revenues, Osceola County shall be solely responsible and liable for repaying or defeasing such additional indebtedness from funds other than Poinciana Parkway Revenues as a condition precedent to the Closing, provided however, that Osceola County shall be permitted to apply funds deposited under the Trust Agreement that are payable to it and amounts payable to it under this Restated Lease-Purchase Agreement in connection with the Closing towards the repayment or defeasance of such additional indebtedness.

SECTION 5.08. RECORDS, ACCOUNTS AND AUDITS.

(A) CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, keep the funds, accounts, subaccounts, money and investments with respect to Poinciana Parkway (Osceola), if any, separate from all other funds, accounts, money and investments, if any, of CFX and shall keep accurate records and accounts of

all items of costs and of all expenditures relating to Poinciana Parkway (Osceola) and of the Poinciana Parkway Revenues collected and the application of the same as required by the Trust Agreement, including but not limited to Section 706 thereof. Such records and accounts shall be open to the inspection during normal business hours and upon reasonable prior notice to CFX by Osceola County and/or the Trustee. CFX shall be entitled to be reimbursed from Poinciana Parkway Revenues available for such purpose for any costs and expenses incurred by CFX in complying with this subsection (A).

(B) CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, cause its accountant to prepare and deliver an annual audit of CFX's books and accounts relating to Poinciana Parkway (Osceola) as required by the Trust Agreement, including but not limited to Section 706 thereof. shall be entitled to be reimbursed from Poinciana Parkway Revenues available for such purpose for any costs and expenses incurred by CFX in complying with this subsection (B).

(C) There shall also be filed with Osceola County and the Trustee within sixty days after the end of each Fiscal Year a certificate signed by an authorized officer of CFX stating to the best of such person's knowledge, (1) whether there existed at the end of the Fiscal Year, any violation of any covenants or agreements herein contained and (2) whether at any time during the Fiscal Year, any Default (as defined in the Trust Agreement) occurred, and if so, the nature of such Default.

SECTION 5.09. ANNUAL OPERATING BUDGET.

(A) At least 45 days prior to the first day of each Fiscal Year, CFX shall adopt an Annual Budget for Poinciana Parkway (Osceola) for such Fiscal Year. To the extent possible, CFX shall prepare its Annual Budget so that it will be possible to determine from such Annual Budget (1) the amount of projected Poinciana Parkway Revenues budgeted for deposit in the Revenue Fund during such Fiscal Year, which may be based solely on the most recently available traffic and revenue forecast for Poinciana Parkway (Osceola) (2) the amount of Poinciana Parkway Revenues to be deposited or paid under Section 503 of the Trust Agreement, including the Operating Expenses, (3) the amount of Poinciana Parkway Revenues to be deposited into the Subordinate Lien Debt Service Fund for payments due under the SIB Loan Agreement, (4) the amount of Poinciana Parkway Revenues to be deposited into the Renewal and Replacement Fund, and (5) the amount of Poinciana Parkway Revenues to be deposited into the General Reserve Fund.

(B) CFX shall, during the term of this Restated Lease-Purchase Agreement and subject to the limitations set forth in Article III hereof, also adopt a Capital Improvements Budget for Poinciana Parkway (Osceola) for each Fiscal Year which will show, in addition to such other matters as CFX may determine to include, (1) the amounts, if any, to be expended during such Fiscal Year from moneys, if any, deposited to the credit of the Project Fund, the Renewal and Replacement Fund or the General Reserve Fund, together with a statement of the purposes for which such amounts are to be expended in each case and (2) the amount estimated by CFX to be necessary for the renovation, extension, improvement, enlargement, renewal or replacement of Poinciana Parkway (Osceola), whether the same are to be commenced, continued or completed during such Fiscal Year or thereafter. The Capital Improvements Budget may be part of the Annual Budget.

(C) CFX shall file copies of its Annual Budget and any Capital Improvements Budget promptly upon availability with Osceola County and the Trustee. Simultaneously, CFX shall provide the Trustee with calculations for any required deposits pursuant to Section 503(a), (h) and (i) of the Trust Agreement.

SECTION 5.10. FAILURE TO ADOPT. If for any reason CFX has not adopted an Annual Budget at least 45 days prior to the first day of any Fiscal Year, the proposed budget for such Fiscal Year (or, if it has not been prepared, the Annual Budget for the preceding Fiscal Year) shall, until adoption of the new Annual Budget be deemed to be in force.

SECTION 5.11. AMENDED OR SUPPLEMENTAL BUDGET. CFX may at any time adopt an amended or supplemental Annual Budget or Capital Improvements Budget for any Fiscal Year. Copies of any such amended or supplemental Annual Budget or Capital Improvements Budget shall be filed with Osceola County and the Trustee promptly upon availability.

ARTICLE VI
IMPROVEMENTS TO POINCIANA PARKWAY

SECTION 6.01. POINCIANA PARKWAY EXTENSION.

(A) The parties acknowledge and agree that:

(1) CFX has recently completed a Concept and Feasibility Study for the Poinciana Parkway Extension that concluded the project may be Viable under all applicable CFX criteria;

(2) the CFX Board approved the findings contained in the Concept and Feasibility Study and has directed preparation of a PD&E Study to determine a refined, recommended alternative alignment for the Poinciana Parkway Extension; and

(3) the PD&E Study will refine and evaluate the alternatives from the Concept and Feasibility Study in greater detail.

(B) At a CFX Board meeting occurring on or before 60 days following the delivery to CFX of a final PD&E Study, the CFX Executive Director will present or cause presentation of the Poinciana Parkway Extension PD&E Study to the CFX Board. Assuming the Poinciana Parkway Extension remains Viable with the alignment recommended in the PD&E Study, the Executive Director will recommend inclusion of the Poinciana Parkway Extension in CFX's Five-Year Work Plan. The parties acknowledge and agree that, notwithstanding the Executive Director's recommendation, the inclusion of the Poinciana Parkway Extension in CFX's Five-Year Work Plan is subject to approval by the CFX Board.

(C) Upon inclusion of the Poinciana Parkway Extension in CFX's Five-Year Work Plan, CFX will proceed expeditiously to acquire the necessary right-of-way, and to design, acquire, construct and equip the Poinciana Parkway Extension in accordance with its standard practices and procedures for projects included in CFX's Five-Year Work Plan.

SECTION 6.02. POINCIANA PARKWAY EXPANSION.

(A) CFX intends to pursue the Poinciana Parkway Expansion simultaneously with the Poinciana Parkway Extension.

(B) Upon inclusion of the Poinciana Parkway Expansion in CFX's Five-Year Work Plan, CFX will proceed expeditiously to acquire the necessary right-of-way, and to design, acquire, construct and equip the Poinciana Parkway Expansion in accordance with its standard practices and procedures for projects included in CFX's Five-Year Work Plan. CFX's agreement for construction of the Poinciana Parkway Expansion shall include an effective traffic management plan to ensure minimal traffic disruption during construction.

ARTICLE VII
CONVEYANCE OF POINCIANA PARKWAY (OSCEOLA)

SECTION 7.01. AGREEMENT FOR SALE AND PURCHASE.

(A) Osceola County agrees to sell Poinciana Parkway (Osceola) to CFX and CFX agrees to purchase Poinciana Parkway (Osceola) from Osceola County in the manner and upon the terms and conditions herein below set forth in this Article.

(B) CFX shall notify Osceola County in writing of its intention to acquire Poinciana Parkway (Osceola) and the parties shall mutually agree upon a tentative date for the Closing; which shall not be later than October 1, 2024.

SECTION 7.02. PURCHASE PRICE.

(A) The purchase price for the Expansion Right-of-Way shall be determined by a fair-market value appraisal certified to both CFX and County as conforming to the Uniform Standards of Professional Appraisal Practice, which shall be performed by an appraiser or appraisers and review appraiser selected and agreed upon by the CFX Executive Director and the Osceola County Manager in accordance with their respective policies and procedures. CFX shall procure the hiring and pay the invoices of the agreed upon appraiser, but the cost shall be split evenly by the parties. It is specifically acknowledged that the appraiser shall appraise the value of the Expansion Right-of-Way with a highest and best use as of the date of conveyance by Avatar to Osceola County and that the appraiser may consult with CFX and County, their respective legal counsel and consultants as the appraiser shall deem appropriate and that CFX and County shall cooperate in good faith with the appraiser in preparation of the appraisal. The appraisal shall not incorporate any special instructions or assumptions within the appraisal without consent of both CFX and County. Notwithstanding the foregoing Appraisal process, the parties specifically agree that in no event shall the total purchase price for Expansion Right-of-Way exceed Ninety Thousand Dollars (\$90,000) per acre.

(B) The purchase price for the Initial Right-of-Way and Tangible Personal Property located thereon shall be equal to the sum of (1) the following amounts payable to Osceola County and the Trustee: (a) the amount then required to pay or provide for payment of the Series 2014 Bonds and release the Trust Agreement pursuant to Section 1201 thereof (with approval of the County's Bond Counsel, amounts then held by the Trustee under the Trust Agreement, other than funds on deposit in the General Reserve Fund, will be applied to payment of the Series 2014 Bonds or as otherwise directed by CFX, provided that amounts on deposit in the Senior Lien Parity Reserve Account are applied for a purpose or purposes permitted by the Code), which shall be paid to the Trustee; (b) the \$6 million cash contribution to the construction of Poinciana Parkway made by Osceola County pursuant to Section 5.01(A) of the Development Agreement, which shall be paid to Osceola County; (c) the amount then on deposit in the General Reserve Fund, which shall be payable to Osceola County; (2) if CFX has made the election described in Section 5.03(B) hereof, the amount necessary to prepay the SIB Loan pursuant to Section 8.01 of the SIB Loan Agreement, which shall be paid to FDOT on behalf of Osceola County (unless FDOT requires payment directly from Osceola County, in which case such amount shall be paid to Osceola County for payment to FDOT for prepayment of the SIB Loan); and (3) the \$3 million cash contribution

to the construction of Poinciana Parkway made by Polk County pursuant to Section 5.02(A) of the Development Agreement (the remaining \$3 million of the required \$6 million contribution having been funded by FDOT), which shall be paid to Polk County. Notwithstanding the foregoing, the purchase price shall be reduced by any costs reimbursed to Osceola County and Polk County from the General Reserve Fund pursuant to Section 513 of the Trust Agreement.

(C) Within thirty days following the acquisition date notice provided by CFX pursuant to Section 7.01(B) hereof, Osceola County shall provide (1) a preliminary calculation of the amount described in subclause (1)(a) of the foregoing subsection (B), (2) a preliminary calculation of the amount described in clause (2) of the foregoing subsection (B), and (3) any reduction in the purchase price, as described in the last sentence of the foregoing subsection (B). In connection with providing its preliminary calculation, Osceola County shall provide a detailed accounting of its calculations of the respective amounts described in the foregoing subsection (B) for the purposes of allowing CFX to confirm the accuracy of the proposed total purchase price. CFX acknowledges that the amount may vary if a defeasance escrow is required, in which case such portion of the purchase price shall be based upon the written report of a verification agent.

SECTION 7.03. SURVEY BY CFX. CFX shall have the right to have the Osceola Right-of-Way surveyed at its sole cost and expense. Any survey shall be performed and certified to Osceola County and the Title Company in accordance with applicable law, statutes and regulations and shall have located all matters listed in the Title Commitment which are capable of being shown on a survey. The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal description will be included in the deed as an additional description of the Osceola Right-of-Way conveyed by Osceola County.

SECTION 7.04. EXAMINATION OF TITLE.

(A) Promptly following agreement on the date of Closing pursuant to Section 7.01(B) hereof, CFX shall obtain a Title Commitment for the Osceola Right-of-Way and provide a copy to Osceola County, together with copies of all recorded title exceptions listed therein, in an aggregate amount equal to the purchase price established in Section 7.01(A) hereof. CFX shall have thirty days from delivery of the Title Commitment to object, by written notice to Osceola County, to any title exceptions or defects identified therein.

(B) If CFX does so notify Osceola County of title defects, Osceola County shall notify CFX, in writing, not later than thirty days following Osceola County's receipt of such notice as to whether Osceola County will attempt to remedy such title defects. If Osceola County elects to attempt curative efforts, Osceola County makes no commitment regarding expenditure of funds or the success of such curative actions. If Osceola County elects to attempt to remedy the same, then Osceola County shall have the right, but not the obligation, for a period of one hundred twenty days after receipt of such notice to take such curative action as may be necessary to enable the Title Company issuing the Title Commitment to either: (1) endorse the commitment to delete the title defects; or (2) issue a new Title Commitment meeting the requirements of CFX, and the time for the Closing shall be extended accordingly. Osceola County shall notify CFX in writing within thirty days of Osceola County's receipt of CFX's notice of title defects whether Osceola County intends, subject to the foregoing, to attempt to remedy same. If Osceola County is unsuccessful in curing or eliminating the title defects to the satisfaction of the Title Company issuing the Title

Commitment, or if Osceola County notifies CFX that Osceola County will not attempt to remedy such title defects prior to the Closing, then CFX may either terminate its obligations under this Article by written notice to Osceola County, and the parties shall be relieved of any further obligations hereunder; or elect to accept title to the Osceola Right-of-Way "AS IS." If CFX fails to give Osceola County timely notice of title defects, CFX shall be deemed to have waived its right to object to title defects and shall be deemed to have agreed to accept title "AS IS," and this Article shall continue in full force and effect. If, as of the Closing, title to the Osceola Right-of-Way does not comply with the provisions of the Title Commitment, CFX shall have the right, at its option, to terminate its obligations under this Article by notice to Osceola County given on or before the Closing.

(C) If the survey made pursuant to Section 7.03 shows or reflects any material issue not previously disclosed herein, including, without limitation, any encroachment, overlap, boundary dispute or other matter which renders Osceola County's title to the Osceola Right-of-Way unmarketable or uninsurable, without exception for encroachments or other matters shown on the survey, CFX shall notify Osceola County of that fact in writing within thirty days after receipt of the survey by CFX. Such written notice shall specify those matters indicated on the survey which are objectionable or unacceptable to CFX or which render Osceola County's title to the Osceola Right-of-Way unmarketable or uninsurable without exception. CFX's failure to provide the written notice within the time provided therefor shall be deemed to be a waiver of CFX's right to thereafter object to, and shall constitute CFX's acceptance and approval of, the survey.

(D) At the Closing, CFX shall obtain an executed, updated, "marked-up" Title Commitment for the Osceola Right-of-Way, including deletion of the "gap" exception for matters that arise between the effective date and time of such marked up Title Commitment and the recordation of the deed and other Closing documents.

(E) Within forty-five days following Closing, CFX shall cause Title Company's agent to provide CFX with owner's title insurance policies reflecting the status of title through the moment of recording the deed (including deletion of the "gap" exception), said policy showing good and marketable title in CFX after recording the deed, subject to no title exceptions or defects other than those permitted by this Article. Osceola County shall cause the printed exceptions regarding unrecorded mechanics' liens and persons in possession to be deleted from the marked-up Title Commitment and from the policies. The standard survey exceptions shall be deleted from the marked-up Title Commitment and from the policy upon receipt of an acceptable survey.

(F) Osceola County covenants and agrees that Osceola County will not, on or subsequent to the date this Restated Lease-Purchase Agreement has been fully executed by the parties convey, transfer or assign to anyone other than CFX any of Osceola County's right, title or interest in or to Poinciana Parkway (Osceola) or create any encumbrance on the, other than as permitted by this Article.

(G) If CFX discovers that Osceola County has breached the covenant and agreement set forth in the foregoing subsection (F), CFX shall, in addition to any other rights or remedies available to it under law or equity, have the right to terminate its obligations under this Article or to close the purchase regardless of said default, in which event to the extent that said default may be cured by the payment of money, CFX shall have the right to pursue an action for specific

performance against Osceola County. The Closing shall be extended if necessary to comply with this subsection. CFX shall have the right, at any time, to waive any such default.

SECTION 7.05. CONDITIONS TO CLOSING.

(A) CFX's obligation to close this transaction is subject to satisfaction (or waiver by CFX at or prior to the Closing), of the following conditions:

(1) The covenants, agreements, representations and warranties of Osceola County set forth in this Lease-Purchase Agreement, including without limitation, Section 2.01 hereof, shall be true in all material respects on and as of the Closing with the same force and effect as if such covenants, agreements, representations and warranties had been made on and as of the Closing. Osceola County shall certify in writing as to its compliance with such covenants, agreements, through and as of the Closing. In the event the covenants, agreements, representations and warranties of Osceola County set forth herein shall become untrue or inaccurate in any material respect after this Restated Lease-Purchase Agreement has been fully executed by the parties due to the actions or inactions of Osceola County and Osceola County fails to cure such occurrence prior to the Closing, as such Closing may be extended by any applicable grace period, CFX may upon its receipt of Osceola County's disclosure of the inaccuracy, at its option, (a) accept Poinciana Parkway (Osceola) and close under the provisions of this Article, subject to the matters relating to the untrue or inaccurate covenant, agreement, representation or warranty; or (b) terminate its obligations under this Article.

(2) Osceola County shall be in a position to deliver (a) fee simple title to the Osceola Right-of-Way in accordance with Section 7.04 hereof with no material changes in the title, encumbrances or other matters described in the Title Commitment reviewed and accepted by CFX pursuant to Section 7.04 hereof; and (b) a bill of sale for all Tangible Personal Property related to Poinciana Parkway (Osceola), in the form attached hereto as Appendix C.

(3) The Trust Agreement shall be released pursuant to Section 1201 thereof.

(4) Osceola County shall have performed, observed and complied, in all material respects, with all of the covenants, agreements and conditions required by this Article to be performed, observed and complied with by Osceola County prior to or as of the Parkway Closing.

(5) Osceola County shall have provided copies of all Phase I Environmental Studies performed by or on behalf of Osceola County with respect to the Osceola Right-of-Way, such studies detecting no potential or existing environmental contamination liabilities related to the Osceola Right-of-Way.

(6) The parties shall have complied with the requirements of CFX's policies and procedures for the acquisition of right-of-way, including the execution and delivery of any documents, certificates and opinions or the performance of such due diligence as CFX shall determine is necessary or desirable in connection with such transaction.

(7) CFX shall have obtained from Polk County, Florida a fully executed Interlocal Agreement pursuant to which Polk County, Florida has granted CFX permission to acquire, construct and equip any or all of the portion of the Poinciana Parkway Extension located within Polk County.

(8) The financial advisor for CFX shall have determined that the estimated amount then required to pay or provide for payment of the Series 2014 Bonds and release the Trust Agreement, as described in Section 7.02(B)(1)(a) hereof, would not have constituted a present value loss (based upon the current market and financial conditions as of the date of such determination) greater than three percent (3%) of the principal amount of Series 2014 Bonds then Outstanding (as defined in the Trust Agreement) had the Series 2014 Bonds been refunded by Osceola County on a tax-exempt basis as of the date of such determination. If the financial advisor for CFX has determined that the estimated amount then required to pay or provide for payment of the Series 2014 Bonds and release the Trust Agreement, as described in Section 7.02(B)(1)(a) hereof, would have constituted a present value loss (based upon the current market and financial conditions as of the date of such determination) greater than three percent (3%) of the principal amount of Series 2014 Bonds then Outstanding (as defined in the Trust Agreement) had the Series 2014 Bonds been refunded by Osceola County on a tax-exempt basis as of the date of such determination, Osceola County shall have the right, but not the obligation, to provide the funds necessary to reduce such present value loss to an amount not greater than three percent (3%) of the principal amount of Series 2014 Bonds then Outstanding.

(B) Osceola County's obligation to close this transaction is subject to its receipt of written certification that CFX (1) intends to commence construction of the Poinciana Parkway Expansion and Poinciana Parkway Extension within nine months of Closing, and (2) has sufficient available funds or bonding capacity to complete construction of the Poinciana Parkway Expansion and Poinciana Parkway Extension.

SECTION 7.06. CLOSING.

(A) Pursuant to the terms and provisions set forth in this Article and provided that CFX and Osceola County shall have performed all their respective duties and obligations as set forth in this Article, the Closing for Poinciana Parkway (Osceola) shall be held at the earliest time, date and location mutually acceptable to CFX and Osceola County. At the Closing, CFX shall pay the purchase price established in Section 7.02 hereof. In addition, Osceola County and CFX, as applicable, shall execute and deliver the following documents:

(1) a deed in the form prescribed by Section 125.411, Florida Statutes, conveying the Osceola Right-of-Way from Osceola County to CFX, subject to the covenants, restrictions, easements, limitations and reservations of record, if any, which shall not be reimposed thereby;

(2) a bill of sale executed and delivered to OCX by Osceola County for all Tangible Personal Property related to Poinciana Parkway (Osceola), in the form attached hereto as Appendix B;

- (3) a duly executed Closing statement executed by Osceola County and CFX;
- (4) documentation demonstrating release of the Trust Agreement pursuant to Section 1201 thereof to the reasonable satisfaction of both CFX and the County;
- (5) an affidavit from Osceola County to CFX and Title Company setting forth adequate representations to enable the Title Company to delete the standard exceptions in the Title Commitment including, without limitation, those with respect to contractor's liens, parties in possession, and the gap but expressly excluding taxes for the year of conveyance;
- (6) a certificate verifying Osceola County's representations and warranties;
- (7) an affidavit of non-foreign status to be executed by Osceola County in compliance with the Foreign Investment in Real Property Tax Act;
- (8) documentation in the form commonly provided by the issuer of refunding bonds evidencing release of the Trust Agreement; and
- (9) such other documents duly executed by CFX and/or Osceola County, as applicable, as are contemplated herein or reasonably required to consummate the transaction anticipated by this Restated Lease-Purchase Agreement, including, without limitation, documentation of good standing and authority to consummate the transaction contemplated by this Restated Lease-Purchase Agreement.

(B) The parties hereto, at the time and from time to time at or after the Closing, upon request of CFX or of Osceola County, as the case may be, agree to do, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, authorizations, filings and consents, as may be reasonably required for: (1) the better assigning, transferring, granting, conveying, assuring and confirming unto CFX all of the applicable Osceola County's right, title and interest in and to Poinciana Parkway (Osceola) to be conveyed hereunder, and (2) the effective consummation of any other transactions referred to in this Article. This covenant shall survive the Closing.

(C) By execution of this Restated Lease-Purchase Agreement, Osceola County hereby authorizes the conveyance of Poinciana Parkway (Osceola) upon the Osceola County Attorney's review and approval of all Closing documents prepared in accordance herewith and the Osceola County Manager's satisfactory acceptance or waiver of all conditions precedent to the Closing. The Osceola County Attorney is hereby authorized to approve and execute all other documents necessary for the Closing in accordance herewith.

SECTION 7.07. POSSESSION. Sole and exclusive possession of Poinciana Parkway (Osceola) shall be delivered to CFX at the Closing, subject only to title exceptions listed in the Title Commitment, to which CFX does not timely object pursuant to Section 7.04 hereof.

SECTION 7.08. EXPENSES. In connection with the Closing, Osceola County shall provide and pay for the cost of preparation of the deed and other Closing documents, and the State of Florida documentary stamps due in connection with the deed or deeds. Osceola County shall also pay the cost of a commitment and the premium for an owner's policy of title insurance,

computed at the minimum promulgated rate. At the Closing, CFX shall pay all recording fees, and other costs and charges in connection with the recording of the deed.

SECTION 7.09. BROKERS. Osceola County and CFX each represent to the other that it has not engaged the services of any real estate broker, finder or other agent with regard to Poinciana Parkway (Osceola).

SECTION 7.10. SURVIVAL OF OBLIGATIONS. Osceola County and CFX agree that any and all provisions, terms and conditions of this Article which require or provide for the performance or liability of either party hereto shall survive the Closing and delivery of the deed unless otherwise stated specifically in this Article.

SECTION 7.11. RADON DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.01. RECORDING. Osceola County shall file a fully-executed copy of this Interlocal Agreement with the Osceola County Clerk of the Circuit Court, as required by Section 163.01(11), Florida Statutes.

SECTION 8.02. TERM OF AGREEMENT. Unless terminated earlier in the manner provided herein, the term of this Restated Lease-Purchase Agreement shall commence on the Effective Date and terminate on the date Poinciana Parkway (Osceola) is acquired by CFX as a System Project pursuant to Article VII hereof.

SECTION 8.03. TERMINATION OF PRIOR AGREEMENTS. The Original Lease-Purchase Agreement and the Interlocal Agreement among Osceola County, CFX and OCX dated August 15, 2016 will be terminated without further action of the parties on the Effective Date.

SECTION 8.04. ENFORCEMENT OF OBLIGATIONS.

(A) During the term of this Restated Lease-Purchase Agreement, the obligations of CFX to insure, operate, maintain and repair Poinciana Parkway (Osceola) and to collect, deposit and transfer the Poinciana Parkway Revenues received, and investment earnings thereon, if any, in accordance with this Restated Lease-Purchase Agreement and the Trust Agreement may be enforced by (1) Osceola County, (2) the trustee then serving under the Trust Agreement, as a third-party beneficiary, in accordance with applicable provisions of the Trust Agreement and independently of CFX or (3) the Bondholders, as third-party beneficiaries, in accordance with applicable provisions of the Trust Agreement and independently of CFX. Enforcement of the terms and provisions of this Restated Lease-Purchase Agreement against CFX shall be expressly limited to the Poinciana Parkway Revenues. CFX shall be relieved of its obligations under this Restated Lease-Purchase Agreement to the full extent that sufficient Poinciana Parkway Revenues are not made available to CFX to perform its obligations hereunder. CFX shall have no obligation to any party described in this paragraph (A) to use its own funds or revenues to perform the obligations set forth in this Restated Lease-Purchase Agreement or the Trust Agreement, nor shall CFX's funds and revenues be available to any party described in this paragraph (A) to satisfy the obligations of CFX under this Restated Lease-Purchase Agreement or the Trust Agreement. Notwithstanding the foregoing, enforcement of CFX's obligation to collect and deposit all Poinciana Parkway Revenues into the Revenue Fund, as required by Section 5.05 hereof, and any obligation of CFX under Section 4.01(C) hereof shall not be subject to the limitation set forth in Section 3.01 hereof.

(B) The covenants and agreements hereunder including, without limitation, the obligation of CFX to insure, operate, maintain and repair Poinciana Parkway (Osceola) and to collect, deposit and transfer the Poinciana Parkway Revenues, and investment earnings thereon, in accordance with the terms of this Restated Lease-Purchase Agreement and the Trust Agreement shall be enforceable by specific performance, it being acknowledged and agreed by Osceola County and CFX that no other remedy at law is adequate to protect the interests of the parties hereto and the Bondholders; provided however, that other than the obligation to collect and deposit

all Poinciana Parkway Revenues into the Revenue Fund, as required by Section 5.05 hereof, and enforcement of any obligation of CFX under Section 4.01(C) hereof, the remedy of specific performance shall not be available against CFX to the extent that such performance would require CFX to expend any funds or moneys other than Poinciana Parkway Revenues (including without limitation, its own funds or moneys, including without limitation any of its System Pledged Revenues) to perform such obligations.

(C) In addition, if for any reason CFX fails to perform any of its obligations hereunder despite the availability of Poinciana Parkway Revenues, Osceola County, at its sole election, may:

- (1) elect to perform or cause to be performed such obligations and utilize or reimburse itself from funds available in the Operations and Maintenance Expense Fund for expenses incurred in connection therewith;
- (2) take possession and use of Poinciana Parkway (Osceola) including, without limitation, the right to collect, deposit and transfer the Poinciana Parkway Revenues, and investment earnings thereon, and apply them in accordance with the Trust Agreement;
- (3) recover from CFX any Poinciana Parkway Revenues not collected and/or deposited into the Revenue Fund, as required by Section 5.05 hereof, and enforce any obligation of CFX under Section 4.01(C) hereof without regard to the limitation set forth in Section 3.01 hereof; or
- (4) terminate this Restated Lease-Purchase Agreement.

No remedy herein conferred upon or reserved to Osceola County is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 8.05. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. In the event either party has breached the terms and provisions of this Restated Lease-Purchase Agreement, the non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Restated Lease-Purchase Agreement. The party who has breached this Restated Lease-Purchase Agreement shall remedy its breach within three business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the three business day period, in which additional time shall be afforded, provided cure is begun within the three business day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed thirty days from the receipt by the defaulting party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and shall be free to exercise whatever rights it has under this Restated Lease-Purchase Agreement or at law or in equity. During such thirty-day period, Osceola County and CFX shall fully cooperate with each other so that there is no disruption in service to the public and in the collection, deposit and transfer of Poinciana Parkway Revenues.

SECTION 8.06. RESOLUTION OF DISPUTES. Disputes between Osceola and CFX shall be resolved pursuant to Chapter 164, Florida Statutes.

SECTION 8.07. ASSIGNABILITY. This Restated Lease-Purchase Agreement shall not be assignable by either Osceola County or CFX without the prior written consent of the other party.

SECTION 8.08. ENTIRE AGREEMENT. This Restated Lease-Purchase Agreement, including the Appendices and Exhibits, which are incorporated herein by reference, 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 warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 8.09. BINDING EFFECT. This Restated Lease-Purchase Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the parties hereto.

SECTION 8.10. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Restated Lease-Purchase Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Restated Lease-Purchase Agreement shall be deemed or shall constitute a waiver of any other provision of this Restated Lease-Purchase Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 8.11. NON-WAIVER. The failure of any party to insist upon another party's compliance with its obligations under this Restated Lease-Purchase Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 8.12. COUNTERPARTS. This Restated Lease-Purchase Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Restated Lease-Purchase Agreement, so that in making proof of this Restated Lease-Purchase Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 8.13. SEVERABILITY. In the event any one or more of the provisions contained in this Restated Lease-Purchase Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Restated Lease-Purchase Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

SECTION 8.14. PROFESSIONAL FEES. Each party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 8.15. NOTICES TO PARTIES. Whenever this Restated Lease-Purchase Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within 5 days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

Osceola County: Osceola County Manager
 1 Courthouse Square
 Suite 4700
 Kissimmee, FL 34741
 Phone: (407) 742-2385
 Fax: (407) 742-3291

CFX: Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807
 Attention: Executive Director
 Phone: (407) 690-5000
 Fax: (407) 690-5011

Any of the foregoing parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 8.16. GOVERNING LAW AND VENUE. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Restated Lease-Purchase Agreement. In the event of litigation among the parties hereto, their successors or assigns, with regard to this Restated Lease-Purchase Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

SECTION 8.17. LITIGATION.

(A) In any action at law or in equity between the parties hereto occasioned by a default hereunder, the prevailing party shall be entitled to collect its reasonable attorneys' fees actually incurred in the action from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party who receives substantially the relief sought. If the prevailing party utilizes "in-house" counsel, such party's reasonable costs, expenses and overhead for the time expended by the prevailing party for such in-house counsel in the aforementioned action shall be recoverable by the prevailing party in the same manner as other attorneys' fees.

(B) Each party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this Restated Lease-Purchase Agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any party hereto may file a copy of this Restated Lease-Purchase Agreement with any court as conclusive evidence of the consent of the parties hereto to the waiver of any right they may have to trial by jury.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County, Florida, has caused this Restated Lease-Purchase Agreement to be executed and delivered this ____ day of _____, 2018.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

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

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Restated Lease-Purchase Agreement to be executed and delivered this ____ day of _____, 2018.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Chairman

Signed and sealed in the presence of:

First Witness:

Print Name: _____

Second Witness:

ATTEST: _____
Regla ("Mimi") Lamaute
Recording Clerk

APPENDIX A
SURVEY MAP OF INITIAL RIGHT-OF-WAY AND EXPANSION RIGHT-OF-WAY

POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,
TOWNSHIP 26 SOUTH, RANGE 28 EAST AND
SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST
OSCEOLA COUNTY, FLORIDA

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98
AND POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108
AND POINCIANA NEIGHBORHOOD 4, VILLAGE 2 PER PLAT BOOK 3, PAGES 120-132
AND POINCIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 PER PLAT BOOK 3, PAGES 135-143
AND POINCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 PER PLAT BOOK 3, PAGES 133-134
AND POINCIANA NEIGHBORHOOD 3, VILLAGE 2 PER PLAT BOOK 3, PAGES 109-119
AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87

SHEET 1 OF 13

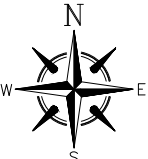
PLAT
BOOK

PAGE

LEGEND

(R/S) REGISTERED LAND SURVEYOR	EASE. EASEMENT	CMP CORRUGATED METAL PIPE
P.B. PLAT BOOK (C) CALCULATED	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
D.B. DEED BOOK (P) PLAT	D. DEGREES	D.U.E. DRAINAGE AND UTILITY EASEMENT
P.S. PAGE (D) DESCRIBED	" MINUTES	ID IDENTIFICATION
RNG. RANGE (M) MEASURED	± MORE OR LESS	PROP. PROPOSED
SECT. SECTION (NR) NON RADIAL	L.B. LICENSED BUSINESS	P.O.B. POINT OF BEGINNING
TWP. TOWNSHIP	L.S. LICENSED SURVEYOR	P.O.C. POINT OF COMMENCEMENT
EL. ELEVATION	F.F. FINISH FLOOR ELEV.	R/W RIGHT OF WAY
COR. CORNER	ELEV. ELEVATION	O.R. OFFICIAL RECORDS
A.C. ACRES	D.E. DRAINAGE EASEMENT	P.T. POINT OF TANGENCY
TYP. TYPICAL	MON. MONUMENT	P.C. POINT OF CURVE
P.S.M. PROFESSIONAL SURVEYOR	R. RADIUS	PRC POINT OF REVERSE CURVE
AND MAPPER	L. LENGTH	N.A.T. NAIL AND TAB
CONC. CONCRETE	CD CHORD DISTANCE	PRM PERMANENT REFERENCE MONUMENT
	CB CHORD BEARING	PNTC POINT OF NON-TANGENT CURVE
		POC POINT OF COMPOUND CURVE

■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP #L.B. 966)
● DENOTES FOUND (5/8" IRON ROD W/CAP #L.B. 966)
○ DENOTES SET (5/8" IRON ROD SET W/CAP #L.B. 966)
● DENOTES NAIL AND DISK SET W/DISK #L.B. 966. (UNLESS OTHERWISE NOTED)
ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.



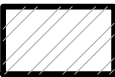
GRAPHIC SCALE
IN FEET
1 INCH = 100 FEET

KEY MAP

NOT TO SCALE



EXISTING AREA "A" (UN-SHADED)
(TOTAL ACRES 157.56±)



= EXPANSION AREA "B" (SHADED)
(TOTAL ACRES 131.43±)

JOHNSTON'S
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Tel. (407) 847-2179 Fax (407) 847-6140

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

SHEET 2 OF 13

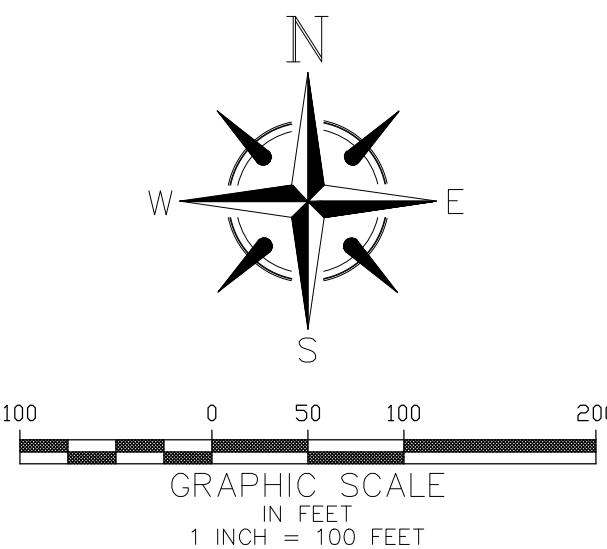
PLAT
BOOK

PAGE

A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,
TOWNSHIP 26 SOUTH, RANGE 28 EAST AND
SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST
OSCEOLA COUNTY, FLORIDA

BEING A PARTIAL REPLAT OF POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 88-98
AND POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 PER PLAT BOOK 3, PAGES 99-108
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AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87

NE 1/4 OF
SEC. 17-26-28

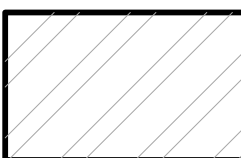


NW 1/4 OF
SEC. 16-26-28

KEY MAP

NOT TO SCALE

EXISTING AREA "A" (UN-SHADED)
(TOTAL ACRES 157.56±)



= EXPANSION AREA "B" (SHADED)
(TOTAL ACRES 131.43±)

LEGEND

(R.L.S.) REGISTERED LAND SURVEYOR	EASE. EASEMENT	CMP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK	(C) CALCULATED	D.U.E. DRAINAGE AND UTILITY EASEMENT
D.B. DEED BOOK	(P) PLAT	ID IDENTIFICATION
BK. BOOK	(D) DESCRIBED	PROP. PROPOSED
P.G. PAGE	(M) MEASURED	P.O.B. POINT OF BEGINNING
SECT. SECTION	(NR) NON RADIAL	P.O.C. POINT OF COMMENCEMENT
TWP. TOWNSHIP	L.B. LICENSED BUSINESS	F.F. FINISH FLOOR ELEV.
RNG. RANGE	L.S. LICENSED SURVEYOR	R/W RIGHT OF WAY
COR. CORNER	T TANGENT	O.R. OFFICIAL RECORDS
AC. ACRES	(C) CENTERLINE	PT POINT OF TANGENCY
TYP. TYPICAL	(A) CENTRAL ANGLE	PC POINT OF CURVE
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	R RADIUS	PRC POINT OF REVERSE CURVE
CONC. CONCRETE	L LENGTH	PRM PERMANENT REFERENCE MONUMENT
	CD CHORD DISTANCE	PNTC POINT OF NON-TANGENT CURVE
	CB CHORD BEARING	PCC POINT OF COMPOUND CURVE

■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP #L.B. 966)
● DENOTES FOUND (5/8" IRON ROD W/CAP #L.B. 966)
○ DENOTES SET (5/8" IRON ROD SET W/CAP # L.B. 966)
* DENOTES NAIL AND DISK SET W/DISK # L.B. 966. (UNLESS OTHERWISE NOTED)
ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.

SE 1/4 OF
SEC. 17-26-28

SW 1/4 OF
SEC. 16-26-28

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POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

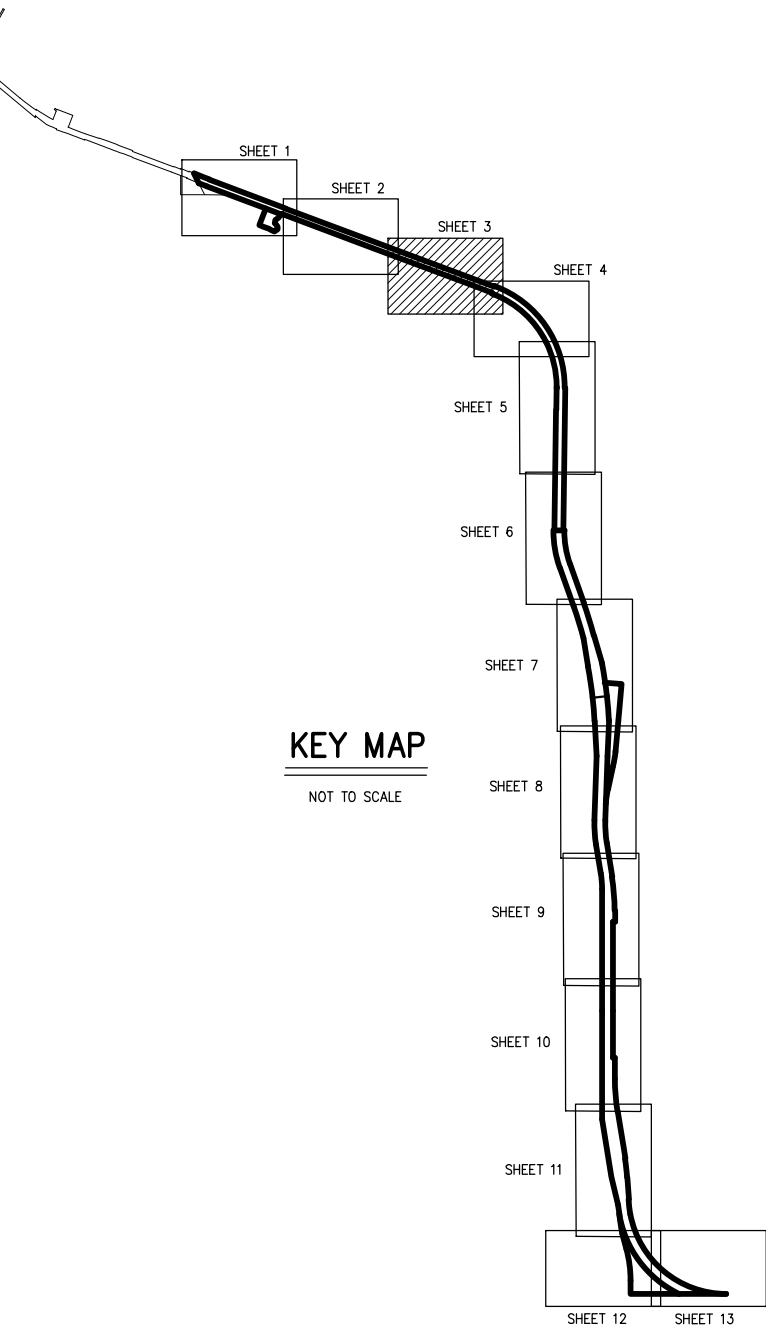
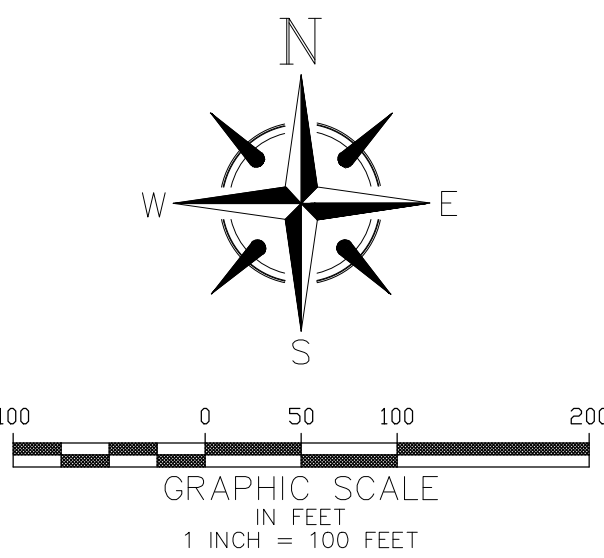
SHEET 3 OF 13

PLAT
BOOK

PAGE

A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,
TOWNSHIP 26 SOUTH, RANGE 28 EAST AND
SECTIONS 3 AND 10, TOWNSHIP 27 SOUTH, RANGE 28 EAST
OSCEOLA COUNTY, FLORIDA

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AND POINCIANA NEIGHBORHOOD 1, VILLAGE 2 PER PLAT BOOK 3, PAGES 69-87



SE 1/4 OF
SEC. 17-26-28

LEGEND		
(R/S) REGISTERED LAND SURVEYOR	EASE. EASEMENT	CMP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK (C) CALCULATED	* DEGREES	D.U.E. DRAINAGE AND UTILITY EASEMENT
D.B. DEED BOOK (P) PLAT	" MINUTES	ID IDENTIFICATION
BK. BOOK (D) DESCRIBED	" SECONDS	PROP. PROPOSED
P.C. PAGE (M) MEASURED	± MORE OR LESS	P.O.B. POINT OF BEGINNING
SECT. SECTION	L.B. LICENSED BUSINESS	P.O.C. POINT OF COMMENCEMENT
TWP. TOWNSHIP (NR) NON RADIAL	L.S. LICENSED SURVEYOR	T.F. FINISH FLOOR ELEV.
RNG. RANGE	FND. FOUND	ELEV. ELEVATION
COR. CORNER	T TANGENT	R/W RIGHT OF WAY
AC. ACRES	CL CENTERLINE	D.E. DRAINAGE EASEMENT
TYP. TYPICAL	Δ CENTRAL ANGLE	MON. MONUMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	R RADIUS	BM BENCH MARK
CONC. CONCRETE	L LENGTH	N.&T. NAIL AND TAB
	CD CHORD DISTANCE	PRM PERMANENT REFERENCE MONUMENT
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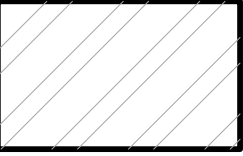
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SW 1/4 OF
SEC. 16-26-28

SW 1/4 OF
SEC. 16-26-28

EXISTING AREA "A" (UN-SHADED)
(TOTAL ACRES 157.56±)



= EXPANSION AREA "B" (SHADED)
(TOTAL ACRES 131.43±)

EAST LINE OF THE SW 1/4 OF SECTION 16-26-28
WEST LINE OF THE SE 1/4 OF SECTION 16-26-28

2670.58'
N00°46'00"E

MATCH LINE 3

POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

SHEET 4 OF 13

PLAT
BOOK

PAGE

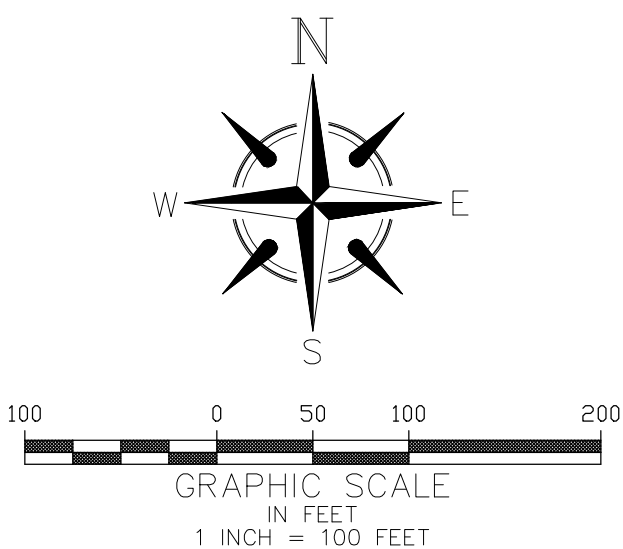
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LEGEND

(R/S) REGISTERED LAND SURVEYOR	EASE. EASEMENT	CMP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK	(C) CALCULATED	D.U.E. DRAINAGE AND
D.B. DEED BOOK	(P) PLAT	UTILITY EASEMENT
BK. BOOK	(D) DESCRIBED	ID IDENTIFICATION
P.G. PAGE	(M) MEASURED	PRO. PROPOSED
SECT. SECTION	(NR) NON RADIAL	P.O.B. POINT OF BEGINNING
TWP. TOWNSHIP	FND. FOUND	P.O.C. POINT OF COMMENCEMENT
RNG. RANGE	T TANGENT	F.F. FINISH FLOOR ELEV.
COR. CORNER	CL CENTERLINE	R/W RIGHT OF WAY
AC. ACRES	Δ CENTRAL ANGLE	O.R. OFFICIAL RECORDS
TYP. TYPICAL	R RADIUS	PT. POINT OF TANGENCY
P.S.M. PROFESSIONAL SURVEYOR	L LENGTH	PC POINT OF CURVE
AND MAPPER	CD CHORD DISTANCE	PRC POINT OF REVERSE CURVE
CONC. CONCRETE	CB CHORD BEARING	PNIC POINT OF NON-TANGENT CURVE
		PCC POINT OF COMPOUND CURVE

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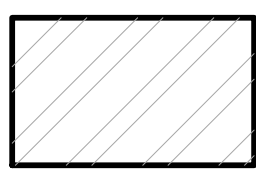


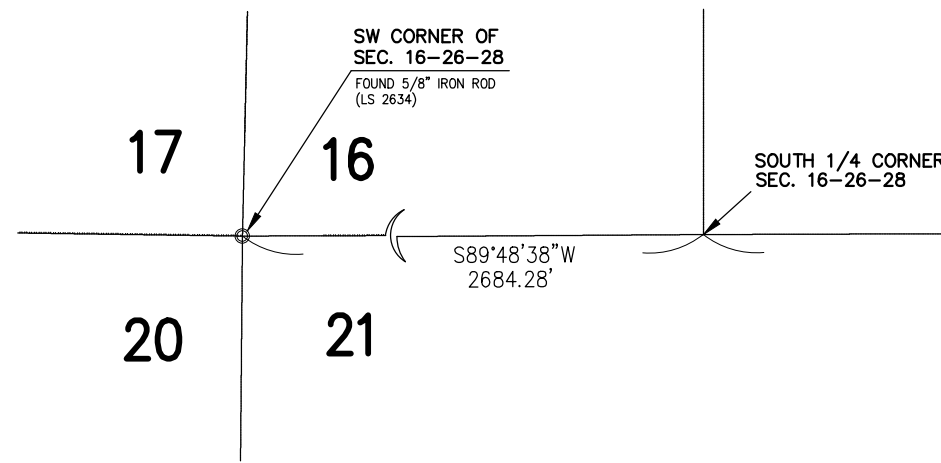
KEY MAP

NOT TO SCALE

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT LANDS

EXISTING AREA "A" (UN-SHADED)
(TOTAL ACRES 157.56±)

 = EXPANSION AREA "B" (SHADED)
(TOTAL ACRES 131.43±)



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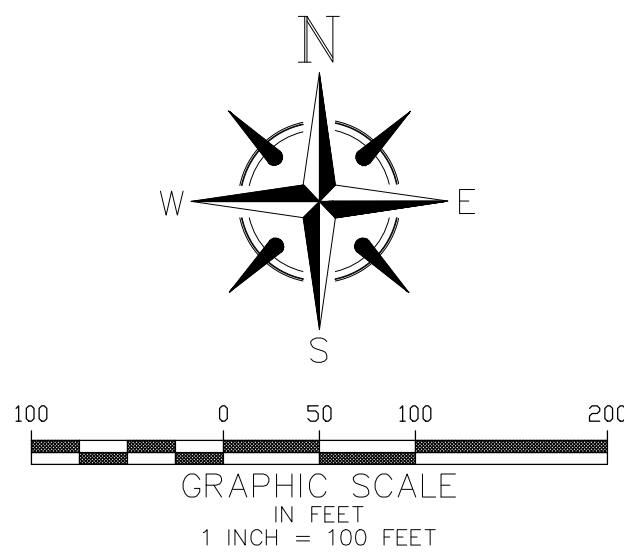
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

POINCIANA PARKWAY - OSCEOLA COUNTY PORTION
A SUBDIVISION LYING IN SECTIONS 16, 17, 21, 27, 28 & 34,
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OSCEOLA COUNTY, FLORIDA

SHEET 5 OF 13

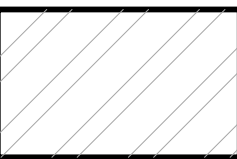
PLAT
BOOK

PAGE



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EXISTING AREA "A" (UN-SHADED)
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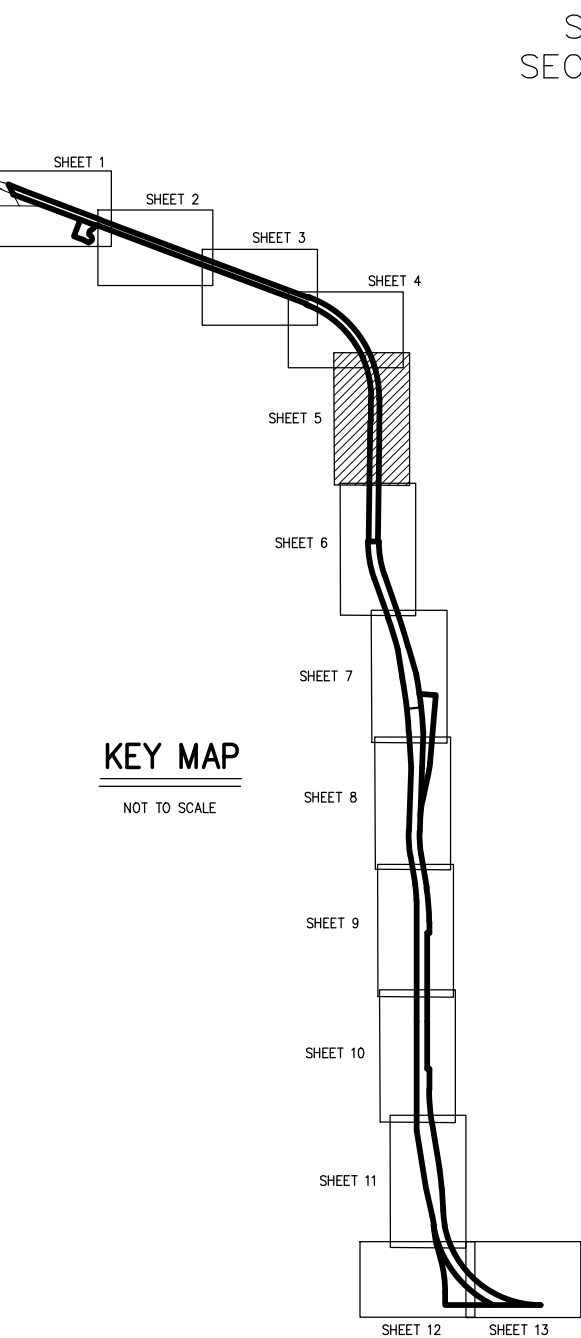
LEGEND

(R/S) REGISTERED LAND SURVEYOR	EASE: EASEMENT	CMP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK	D. DEGREES	D.U.E. DRAINAGE AND UTILITY EASEMENT
D.B. DEED BOOK	M. MINUTES	ID IDENTIFICATION
BK. BOOK	S. SECONDS	PRO. PROPOSED
P.G. PAGE	± MORE OR LESS	P.O.B. POINT OF BEGINNING
SECT. SECTION	L.B. LICENSED BUSINESS	P.O.C. POINT OF COMMENCEMENT
TWP. TOWNSHIP	L.S. LICENSED SURVEYOR	R/W RIGHT OF WAY
RNG. RANGE	EL. ELEVATION	F.F. FINISH FLOOR ELEV.
COR. CORNER	ELEV. ELEVATION	O.R. OFFICIAL RECORDS
AC. ACRES	D.E. DRAINAGE EASEMENT	PT. POINT OF TANGENCY
TYP. TYPICAL	MON. MONUMENT	PC. POINT OF CURVE
P.S.M. PROFESSIONAL SURVEYOR	BM. BENCH MARK	PRC. POINT OF REVERSE CURVE
AND MAPPER	N.&T. NAIL AND TAB	
CONC. CONCRETE	CD. CHORD DISTANCE	
	CB. CHORD BEARING	
	PC. POINT OF COMPOUND CURVE	
	PTC. POINT OF NON-TANGENT CURVE	
	PC. POINT OF COMPOUND CURVE	

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KEY MAP

NOT TO SCALE



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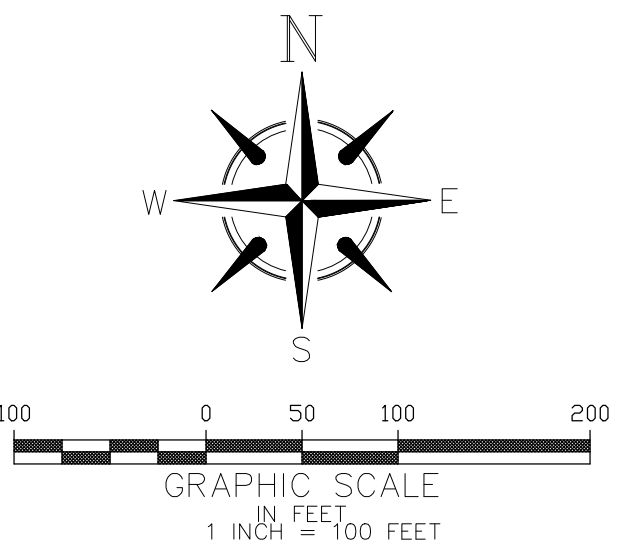
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OSCEOLA COUNTY, FLORIDA

SHEET 6 OF 13

PLAT
BOOK

PAGE

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KEY MAP
NOT TO SCALE

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT LANDS

SW 1/4 OF
SEC. 22-26-28

EXISTING AREA "A" (UN-SHADED)
(TOTAL ACRES 157.56±)

EXPANSION AREA "B" (SHADED)
(TOTAL ACRES 131.43±)

LEGEND

(R/L) REGISTERED LAND SURVEYOR	EASE. EASEMENT	CMP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
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BK. BOOK	• SECONDS	ID IDENTIFICATION
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RNG. RANGE	F/F. FINISH FLOOR ELEV.	P/F. POINT OF TANGENCY
COR. CORNER	ELEV. ELEVATION	R/W. RIGHT OF WAY
AC. ACRES	D.E. DRAINAGE EASEMENT	O.R. OFFICIAL RECORDS
TYP. TYPICAL	MON. MONUMENT	PT. POINT OF TANGENCY
P.S.M. PROFESSIONAL	R. RADIUS	PC. POINT OF CURVE
SURVEYOR	L. LENGTH	N.&T. NAIL AND TAB
AND MAPPER	CD. CHORD DISTANCE	PRM. PERMANENT REFERENCE MONUMENT
CONC. CONCRETE	CB. CHORD BEARING	PNTC. POINT OF NON-TANGENT CURVE
		PCC. POINT OF COMPOUND CURVE

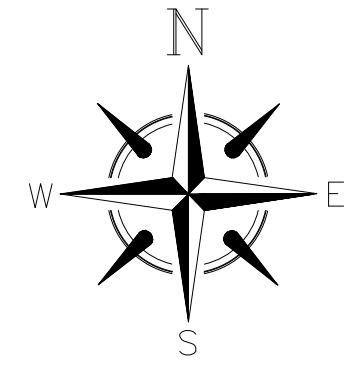
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SE 1/4 OF
SEC. 21-26-28

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POINCIANA PARKWAY - OSCEOLA COUNTY PORTION

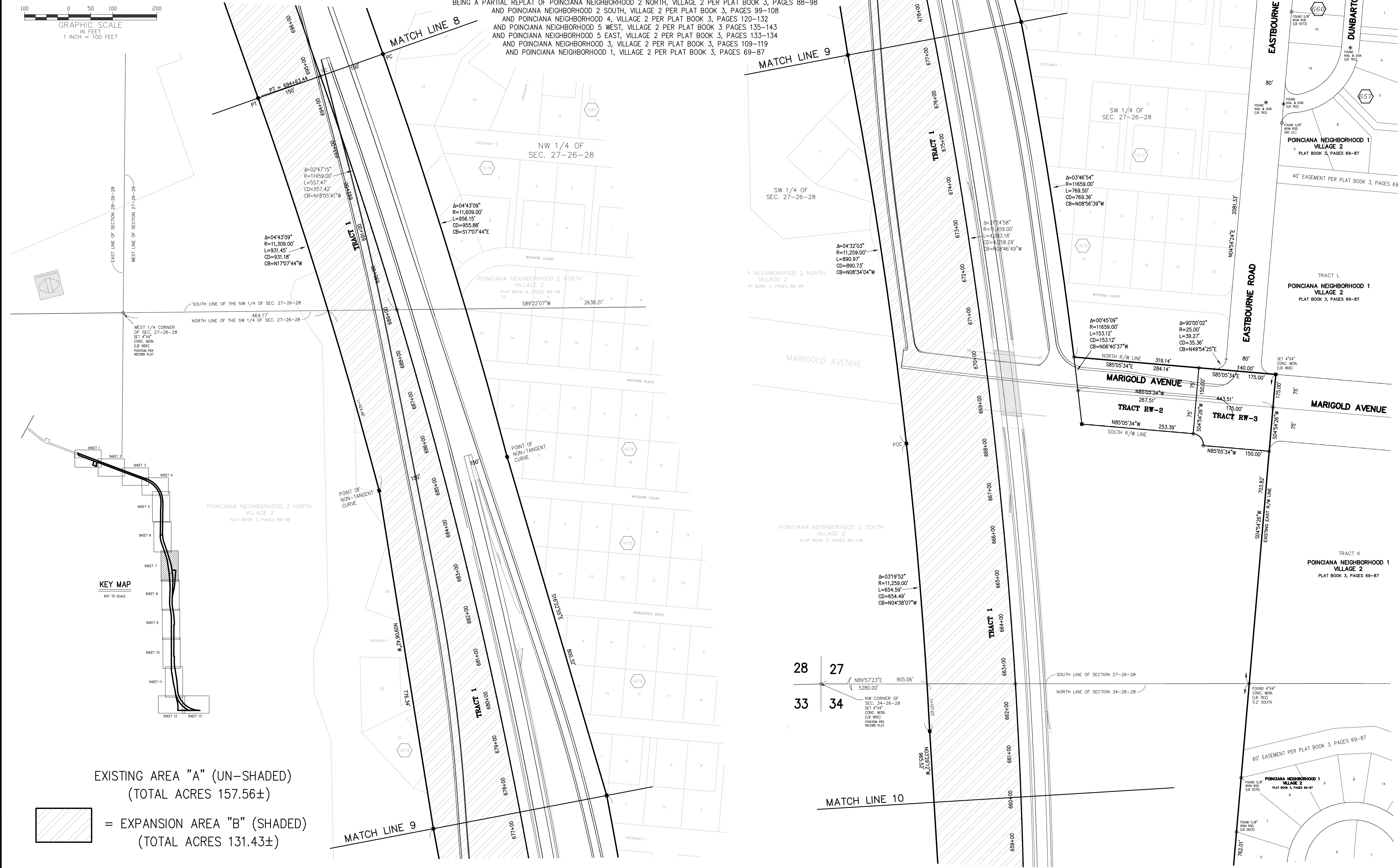
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SHEET 7 OF 13

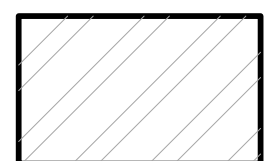
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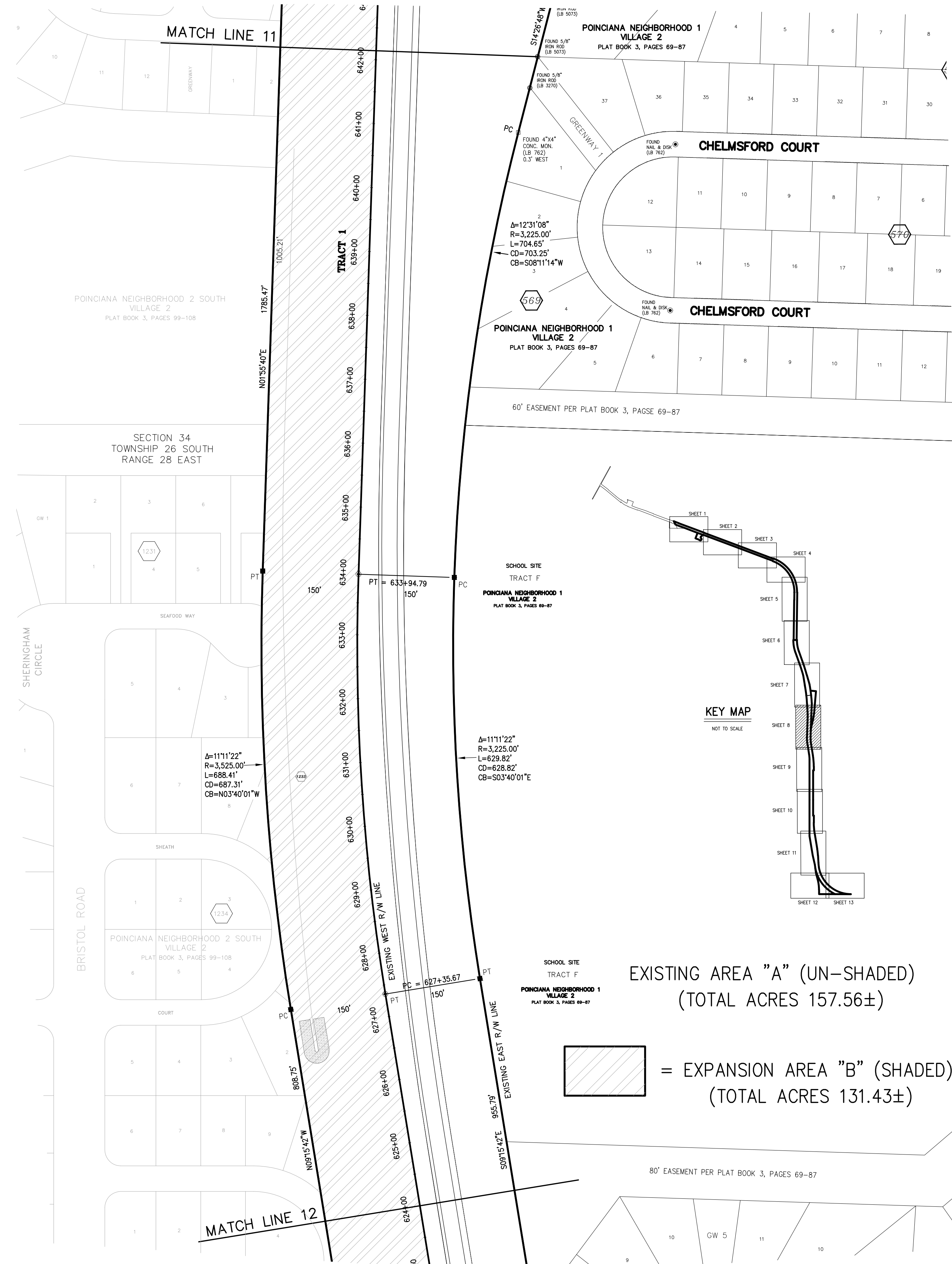
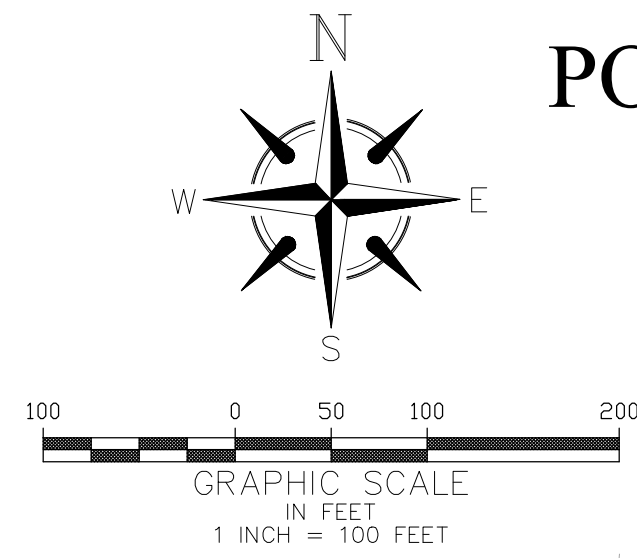
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SHEET 8 OF 13

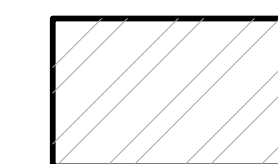
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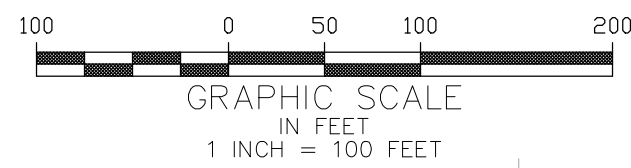
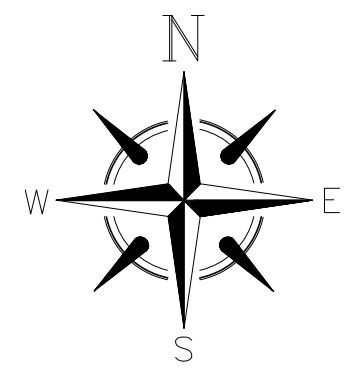


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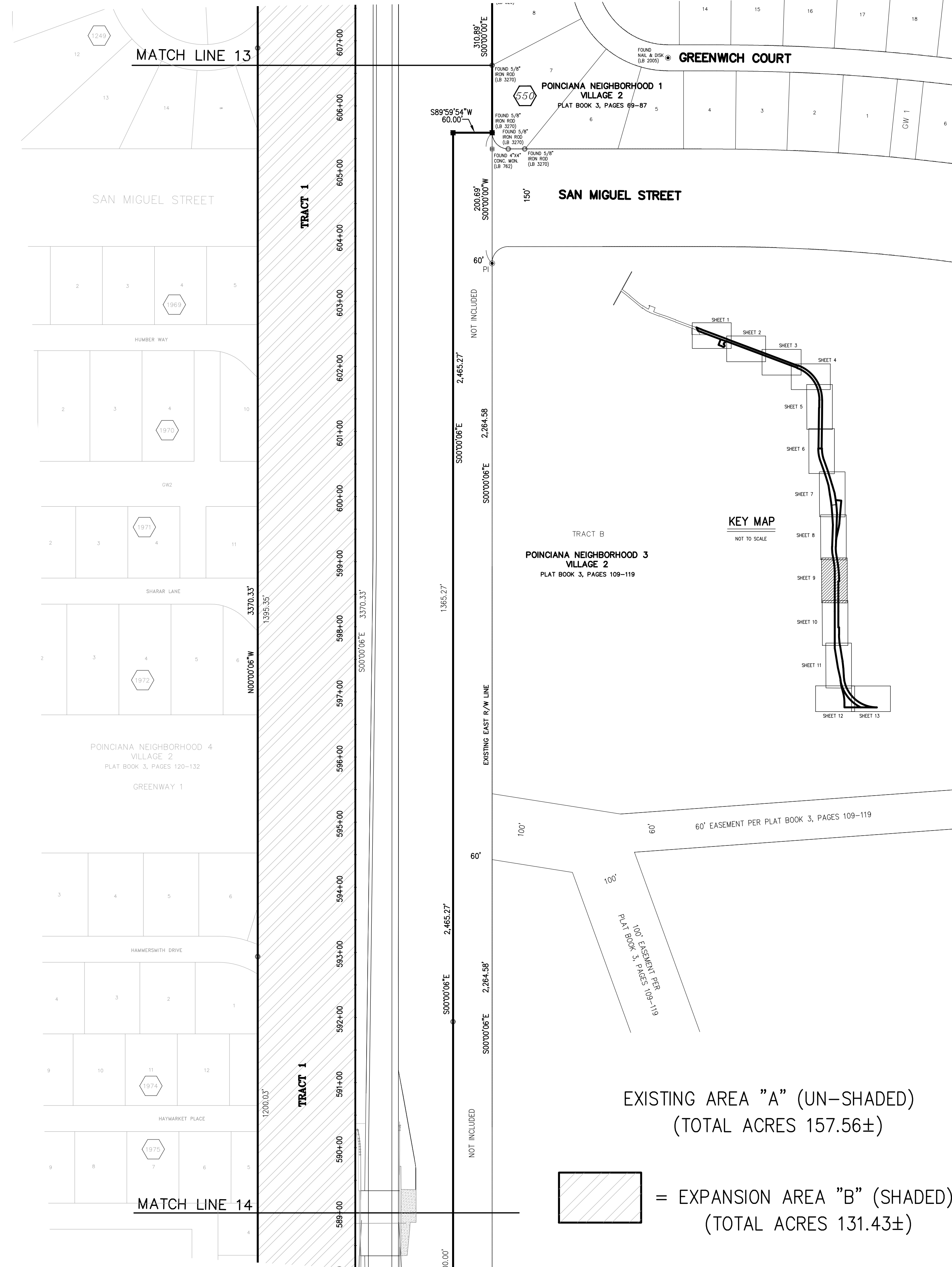
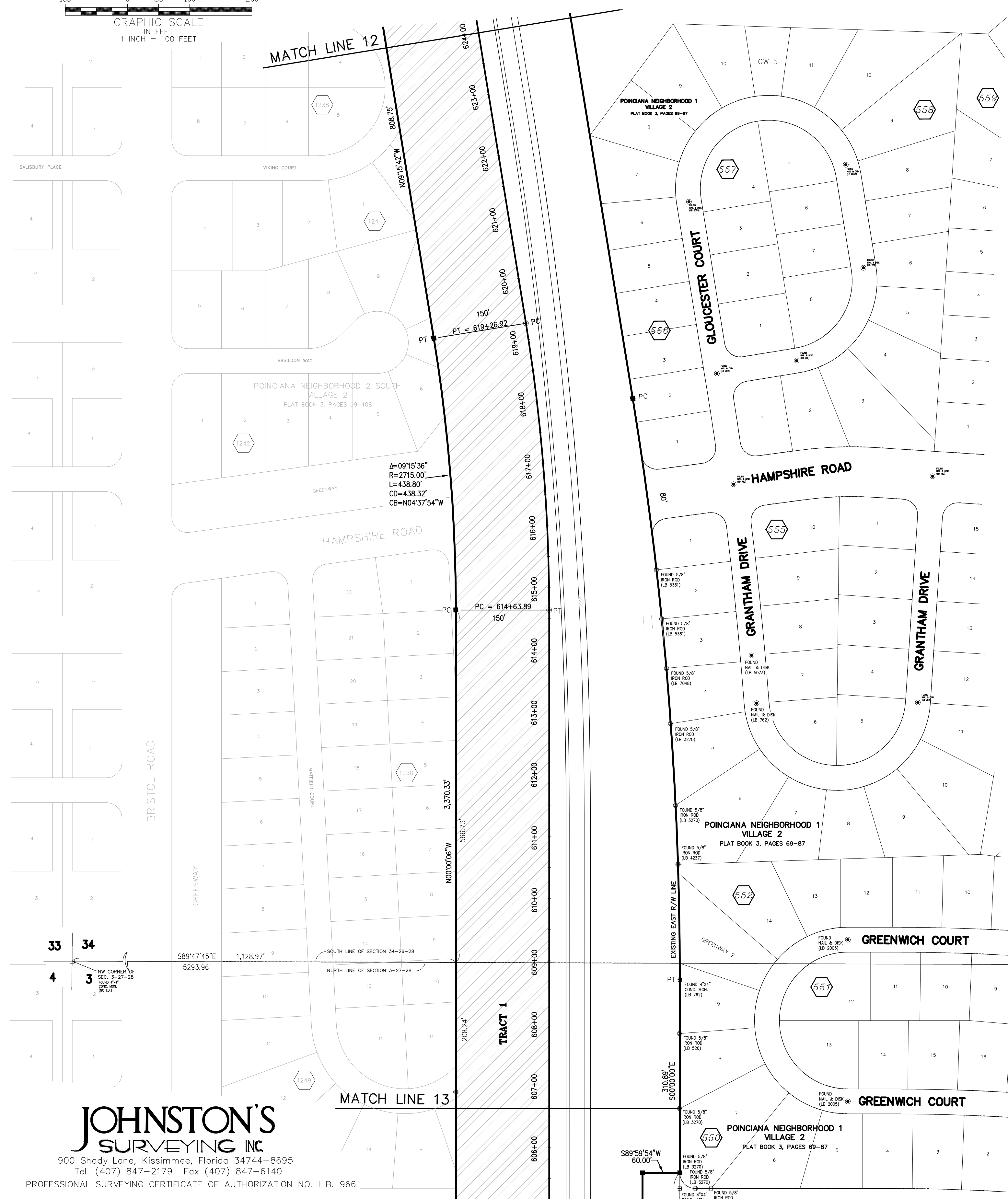
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SHEET 9 OF 13

PLAT
BOOK

PAGE

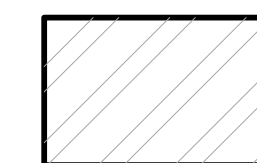


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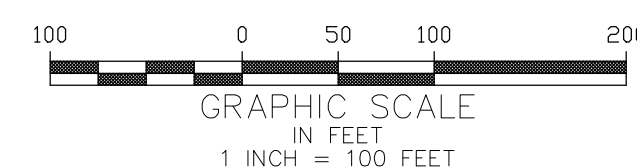
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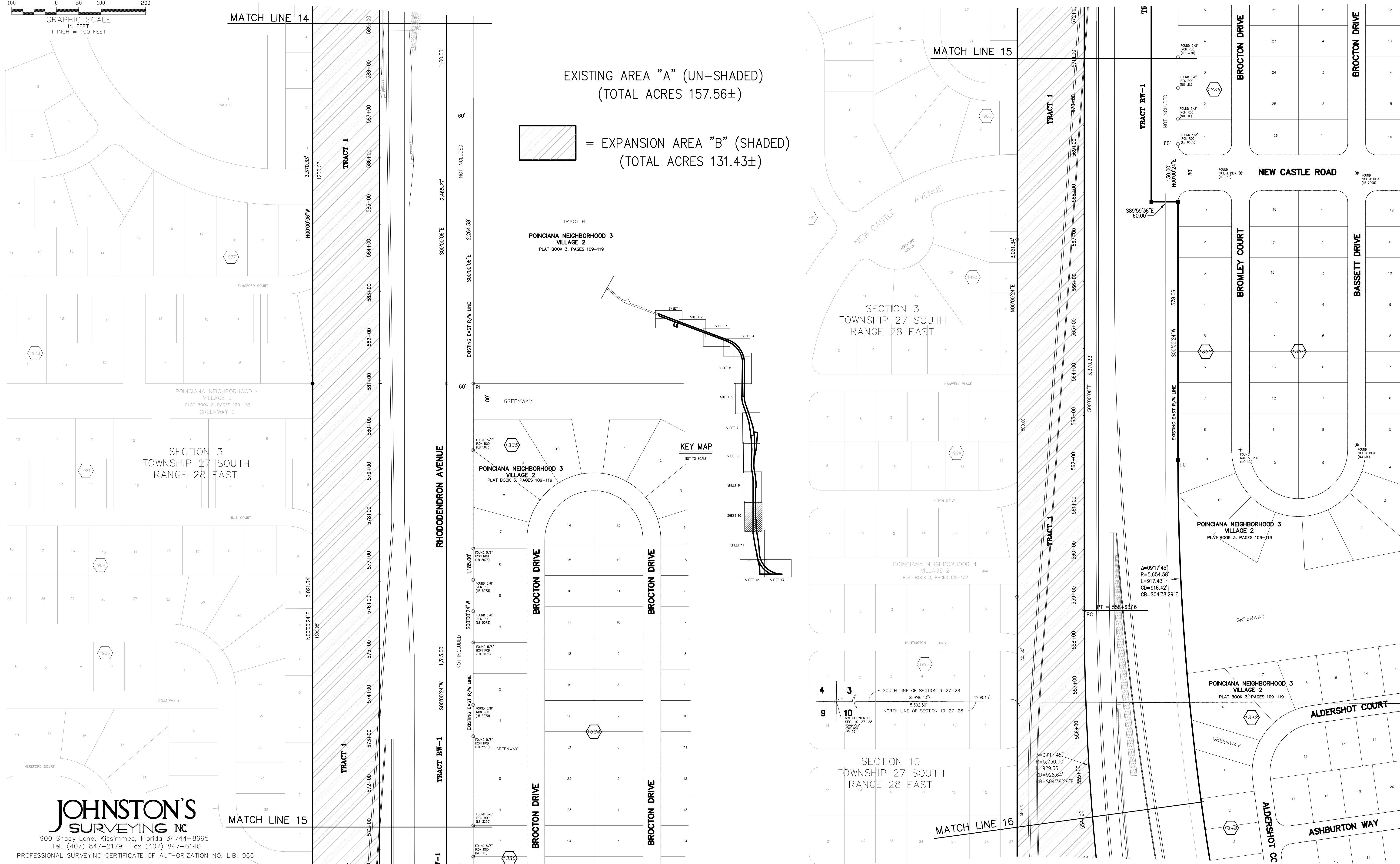


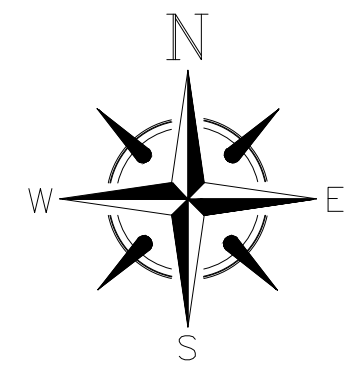
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PLAT
BOOK

PAGE





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SHEET 11 OF 13

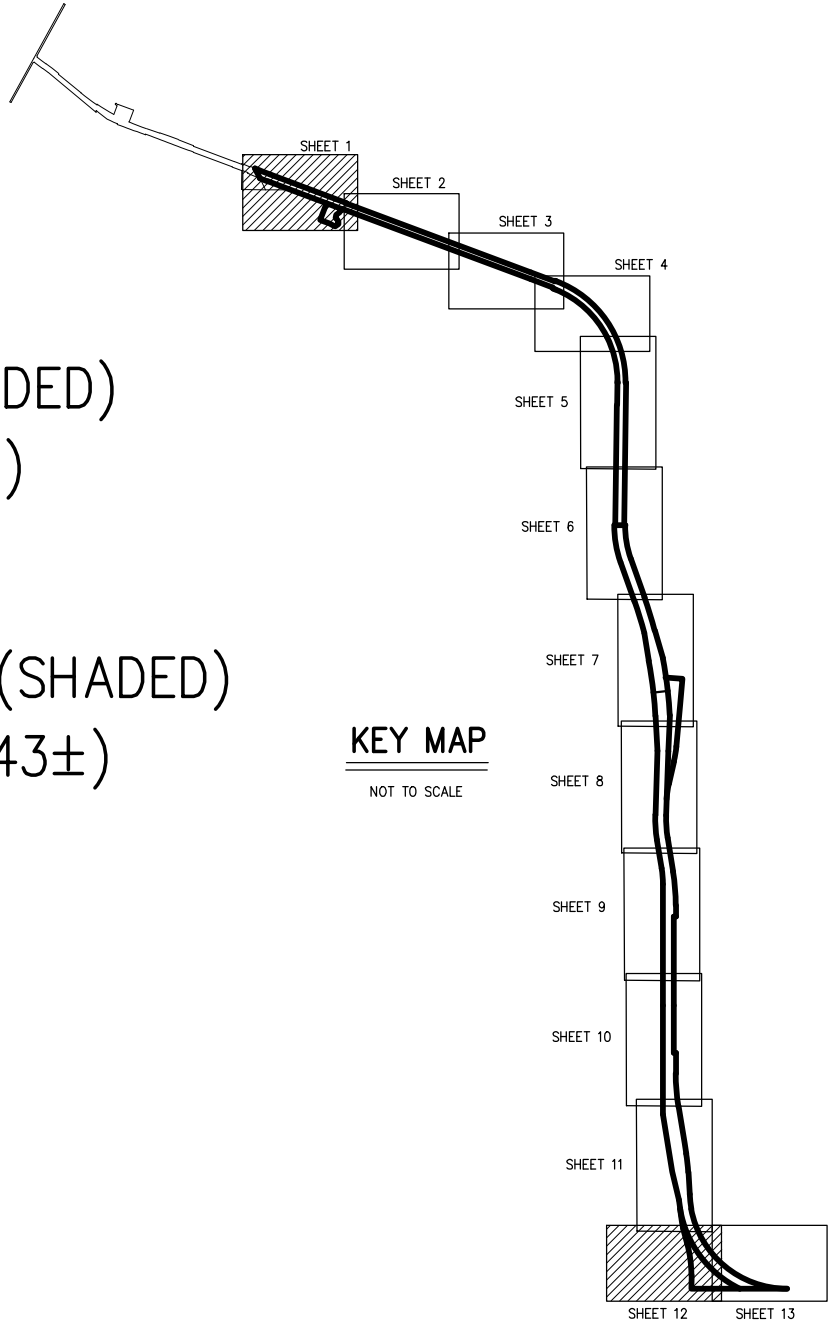
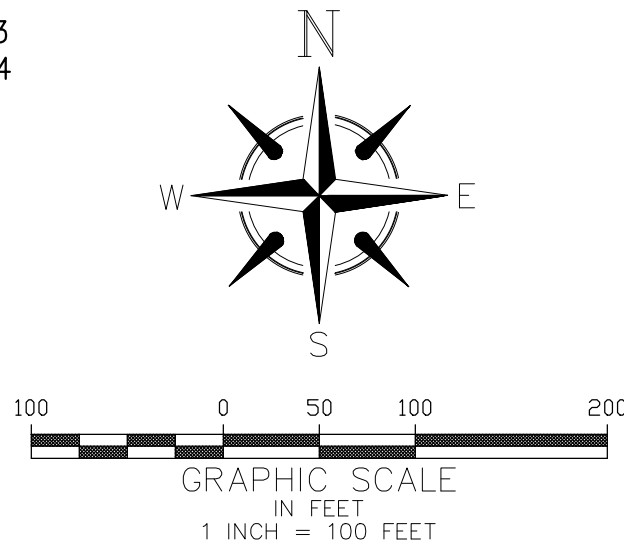
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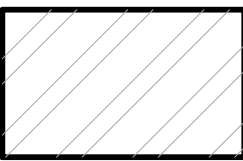


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LEGEND

(R/S) REGISTERED LAND SURVEYOR	(C) CALCULATED	EASE. EASEMENT	CMP CORRUGATED METAL PIPE
(R) RECORDED INFORMATION	(P) PLAT	U.E. UTILITY EASEMENT	O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK	(D) DESCRIBED	DEGREES	D.U.E. DRAINAGE AND UTILITY EASEMENT
D.B. DEED BOOK	(M) MEASURED	MINUTES	IDENTIFICATION
BK. BOOK	(NR) NON RADIAL	SECONDS	PROPOSED
PG. PAGE	FND. FOUND	± MORE OR LESS	P.O.B. POINT OF BEGINNING
SECT. SECTION	T. TANGENT	L.B. LICENSED BUSINESS	P.O.C. POINT OF COMMENCEMENT
TWP. TOWNSHIP	Q. CENTERLINE	L.S. LICENSED SURVEYOR	F/F FINISH FLOOR ELEV.
RNG. RANGE	R. RADIUS	EL. ELEVATION	R/W RIGHT OF WAY
COR. CORNER	Δ CENTRAL ANGLE	D.E. DRAINAGE EASEMENT	O.R. OFFICIAL RECORDS
AC. ACRES	L. LENGTH	MON. MONUMENT	PT. POINT OF TANGENCY
TYP. TYPICAL	N.A.T. NAIL AND TAB	BM. BENCH MARK	PC. POINT OF CURVE
P.S.M. PROFESSIONAL SURVEYOR	CD CHORD DISTANCE	PRM. PERMANENT REFERENCE MONUMENT	PRC. POINT OF REVERSE CURVE
AND MAPPER	CB CHORD BEARING	PNIC. POINT OF NON-TANGENT CURVE	
CONC. CONCRETE		PC. POINT OF COMPOUND CURVE	

■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONC. W/CAP #L.B. 966)
● DENOTES FOUND (5/8" IRON ROD W/CAP #L.B. 966)
○ DENOTES SET (5/8" IRON ROD SET W/CAP # L.B. 966)
● DENOTES NAIL AND DISK SET W/DISK # L.B. 966. (UNLESS OTHERWISE NOTED)
● DENOTES NAIL AND DISK SET W/DISK # L.B. 966. (UNLESS OTHERWISE NOTED)
ALL OTHER PROPERTY CORNERS ARE AS NOTED ON DRAWING.

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D.B. DEED BOOK	(P) PLAT	UTILITY EASEMENT
BK. BOOK	(D) DESCRIBED	ID IDENTIFICATION
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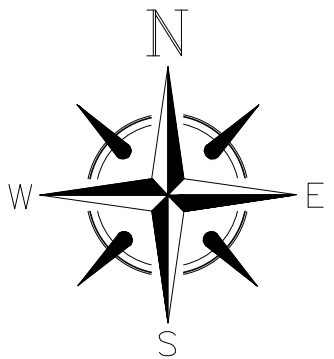
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SHEET 13 OF 13

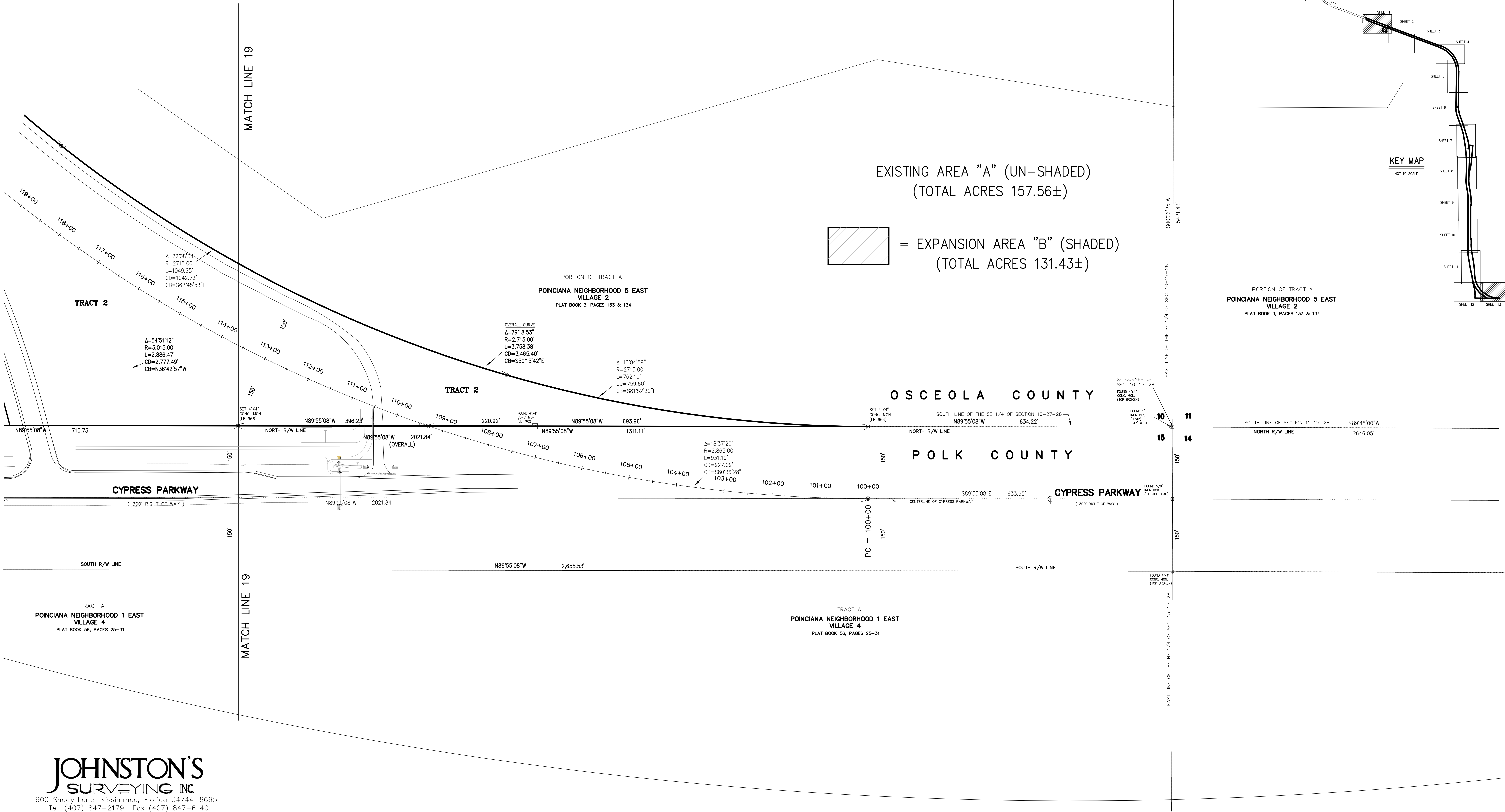
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APPENDIX B
FORM OF BILL OF SALE

This instrument was prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)

BILL OF SALE

THIS BILL OF SALE is made and executed this *[to come]* day of *[to come]*, *[to come]*, from Osceola County, Florida, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741, hereinafter referred to as "Osceola County," to the Central Florida Expressway Authority, a body politic and corporate created by Part III, chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereinafter referred to as CFX, for the purpose of transferring and conveying the all furniture, fixtures and equipment or other property or assets owned by Osceola County and related to that portion of Poinciana Parkway located within Osceola County, including without limitation, gantries, tolling equipment, buildings and fiber optic cable, as required by the Amended and Restated Lease-Purchase Agreement between the County and CFX (the "Restated Development Agreement"), as more specifically described in Exhibit A.

THIS BILL OF SALE is given pursuant to the Restated Development Agreement to evidence the transfer, sale and conveyance to CFX of the TWA of all furniture, fixtures and equipment or other property or assets owned by Osceola County and related to that portion of Poinciana Parkway located within Osceola County, including without limitation, gantries, tolling equipment, buildings and fiber optic cable (collectively, the "Transferred Assets").

WITNESSETH: That Osceola County, for and in consideration of the amounts paid by CFX pursuant to the Restated Development Agreement and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto CFX, all of its right, title and interest relating to the Transferred Assets. Osceola County warrants that it has exclusive ownership, possession, control, and marketable title to the Transferred Assets; that the Transferred Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction; and that it will defend CFX from any and all claims to said property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Osceola County has caused this Bill of Sale to be executed in its name, and its seal to be hereunto affixed, by their proper officer thereunto duly authorized, the day and year first above written.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

[SEAL]

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of
December 3, 2018

APPENDIX C
TRUST AGREEMENT

TRUST AGREEMENT

Dated as of April 1, 2014

Between

OSCEOLA COUNTY, FLORIDA

and

BRANCH BANKING AND TRUST COMPANY
Trustee

Authorizing and Securing

Osceola County, Florida
Expressway System Revenue Bonds

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS; FINDINGS AND DETERMINATIONS

SECTION 101.	MEANING OF WORDS AND TERMS	4
SECTION 102.	FINDINGS AND DETERMINATIONS	29
SECTION 103.	RULES OF CONSTRUCTION	30

ARTICLE II

DETAILS OF BONDS

SECTION 201.	LIMITATION ON ISSUANCE OF BONDS	32
SECTION 202.	DETAILS OF BONDS.	32
SECTION 203.	EXECUTION AND FORM OF BONDS.	34
SECTION 204.	EXCHANGE OF BONDS.	35
SECTION 205.	TRANSFER AND REGISTRATION OF TRANSFER OF BONDS.	35
SECTION 206.	OWNERSHIP OF BONDS.	36
SECTION 207.	AUTHENTICATION OF BONDS.	36
SECTION 208.	TERMS AND CONDITIONS FOR ISSUANCE OF BONDS.	37
SECTION 209.	TEMPORARY BONDS.	39
SECTION 210.	MUTILATED, DESTROYED, LOST OR STOLEN BONDS.	39
SECTION 211.	REVENUE BOND ANTICIPATION NOTES.	40
SECTION 212.	GRANT ANTICIPATION NOTES.	41
SECTION 213.	PARITY DEBT	42
SECTION 214.	ADDITIONAL RESTRICTIONS.	43

ARTICLE III

REDEMPTION

SECTION 301.	REDEMPTION GENERALLY.	44
SECTION 302.	SELECTION OF BONDS OR PORTIONS THEREOF TO BE REDEEMED.	44
SECTION 303.	REDEMPTION NOTICE.	44
SECTION 304.	EFFECT OF CALLING FOR REDEMPTION.	44
SECTION 305.	REDEMPTION OF A PORTION OF BONDS.	45
SECTION 306.	CANCELLATION.	45

ARTICLE IV

PROJECT FUND

SECTION 401.	PROJECT FUND; INITIAL DEPOSITS TO PROJECT FUND.	46
--------------	--	----

SECTION 402.	PAYMENTS FROM PROJECT FUND.....	46
SECTION 403.	COST OF INITIAL PROJECT AND ADDITIONAL PROJECTS...	47
SECTION 404.	REQUISITIONS FROM PROJECT FUND.....	48
SECTION 405.	RELIANCE UPON REQUISITIONS.	49
SECTION 406.	PROGRESS REPORTS.....	49
SECTION 407.	COMPLETION OF INITIAL PROJECT OR ANY ADDITIONAL PROJECT AND DISPOSITION OF PROJECT FUND BALANCE.	50
SECTION 408.	APPLICATION OF PROCEEDS OF SERIES 2014 BONDS AND COUNTY CONTRIBUTIONS.	51

ARTICLE V

REVENUES AND FUNDS

SECTION 501.	ESTABLISHMENT OF FUNDS.	52
SECTION 502.	FUNDS RECEIVED BY THE ISSUER.....	54
SECTION 503.	APPLICATION OF MONEY IN REVENUE FUND.....	54
SECTION 504.	APPLICATION OF MONEY IN INTEREST ACCOUNTS AND CAPITALIZED INTEREST ACCOUNTS.....	59
SECTION 505.	APPLICATION OF MONEY IN PRINCIPAL ACCOUNT.	60
SECTION 506.	APPLICATION OF MONEY IN SINKING FUND ACCOUNT.....	61
SECTION 507.	DEPOSIT AND APPLICATION OF MONEY IN SENIOR LIEN PARITY RESERVE ACCOUNT, ANY SENIOR LIEN SPECIAL RESERVE ACCOUNT, SUBORDINATE LIEN PARITY RESERVE ACCOUNT AND ANY SUBORDINATE LIEN SPECIAL RESERVE ACCOUNT; DETERMINATION OF DEFICIENCIES	62
SECTION 508.	APPLICATION OF MONEY IN THE REDEMPTION ACCOUNT.....	64
SECTION 509.	APPLICATION OF MONEY IN OPERATIONS AND MAINTENANCE EXPENSE FUND.	66
SECTION 510.	APPLICATION OF MONEY IN OPERATING RESERVE FUND.	66
SECTION 511.	APPLICATION OF MONEY IN RENEWAL AND REPLACEMENT FUND.	66
SECTION 512.	INSURANCE AND CONDEMNATION AWARD FUND.	66
SECTION 513.	GENERAL RESERVE FUND; INITIAL DEPOSIT TO GENERAL RESERVE FUND.....	66
SECTION 514.	ESCHEAT.....	67
SECTION 515.	CANCELLATION OF BONDS.....	67
SECTION 516.	DISPOSITION OF FUND BALANCES.....	68
SECTION 517.	SECURITY.	68
SECTION 518.	USE OF AVAILABLE FUNDS.....	69

ARTICLE VI

DEPOSITARIES OF MONEY, SECURITY FOR DEPOSITS, INVESTMENT OF FUNDS AND COVENANT AS TO ARBITRAGE

SECTION 601.	SECURITY FOR DEPOSITS.....	70
SECTION 602.	INVESTMENT OF MONEY.	70
SECTION 603.	VALUATION.	72
SECTION 604.	COVENANT AS TO ARBITRAGE.	74

ARTICLE VII

GENERAL COVENANTS AND REPRESENTATIONS

SECTION 701.	PAYMENT OF PRINCIPAL, INTEREST, PREMIUM AND OTHER AMOUNTS.....	75
SECTION 702.	ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE INITIAL PROJECT AND ADDITIONAL PROJECTS.....	75
SECTION 703.	MAINTENANCE OF EXISTENCE; OPERATION OF THE EXPRESSWAY SYSTEM.....	76
SECTION 704.	RATE COVENANT	77
SECTION 705.	BUDGETS AND COVENANT AS TO OPERATING EXPENSES; ESTABLISHMENT OF RENEWAL AND REPLACEMENT FUND REQUIREMENT; REPORT OF GENERAL ENGINEERING CONSULTANT.....	79
SECTION 706.	RECORDS, ACCOUNTS AND AUDITS.	80
SECTION 707.	INSURANCE.....	81
SECTION 708.	NOTICE OF TAKING; COOPERATION OF PARTIES.....	82
SECTION 709.	INSURANCE AND EMINENT DOMAIN PROCEEDS	82
SECTION 710.	COMPLIANCE WITH APPLICABLE LAW.....	84
SECTION 711.	PAYMENT OF CHARGES AND COVENANT AGAINST ENCUMBRANCES.	84
SECTION 712.	COVENANT AGAINST SALE OR DISPOSITION AND EXCEPTIONS THERETO.	84
SECTION 713.	ADDITIONAL PROJECTS; ADDITIONS TO THE EXPRESSWAY SYSTEM.....	86
SECTION 714.	CONTRACTS, LEASES AND OTHER AGREEMENTS.	86
SECTION 715.	FINANCING OF NON-SYSTEM PROJECTS, ADDITION OF NON-SYSTEM PROJECTS TO THE EXPRESSWAY SYSTEM.	86
SECTION 716.	LIMITATION ON SENIOR LIEN INDEBTEDNESS.....	88
SECTION 717.	LIMITATION ON SUBORDINATE LIEN INDEBTEDNESS	90
SECTION 718.	EMPLOYMENT OF CONSULTANTS.....	93
SECTION 719.	FURTHER INSTRUMENTS AND ACTIONS.	93
SECTION 720.	USE OF REVENUES AND INCONSISTENT ACTIONS.	93

ARTICLE VIII

REMEDIES

SECTION 801.	EXTENSION OF INTEREST PAYMENT.....	93
SECTION 802.	EVENTS OF DEFAULT.....	94
SECTION 803.	NO ACCELERATION OF MATURITIES.....	94
SECTION 804.	REMEDIES.....	95
SECTION 805.	PRO RATA APPLICATION OF FUNDS	96
SECTION 806.	EFFECT OF DISCONTINUANCE OF PROCEEDINGS.....	98
SECTION 807.	CONTROL OF PROCEEDINGS; RIGHTS OF BOND INSURERS AND CREDIT PROVIDERS.	98
SECTION 808.	RESTRICTIONS UPON ACTION.	98
SECTION 809.	ENFORCEMENT OF RIGHTS OF ACTION.	99
SECTION 810.	NO REMEDY EXCLUSIVE.....	99
SECTION 811.	DELAY NOT A WAIVER.....	100
SECTION 812.	NOTICE OF DEFAULT.....	100
SECTION 813.	RIGHT TO ENFORCE PAYMENT OF BONDS UNIMPAIRED..	100

ARTICLE IX

THE TRUSTEE AND BOND REGISTRARS

SECTION 901.	ACCEPTANCE OF TRUSTS.	101
SECTION 902.	INDEMNIFICATION OF TRUSTEE AS CONDITION FOR REMEDIAL ACTION.	102
SECTION 903.	LIMITATIONS ON OBLIGATIONS AND RESPONSIBILITIES OF TRUSTEE.	102
SECTION 904.	TRUSTEE NOT LIABLE FOR FAILURE OF ISSUER OR EXPRESSWAY AUTHORITY TO ACT.....	103
SECTION 905.	COMPENSATION AND INDEMNIFICATION OF TRUSTEE AND BOND REGISTRAR.....	103
SECTION 906.	MONTHLY STATEMENTS FROM TRUSTEE.....	104
SECTION 907.	TRUSTEE MAY RELY ON CERTIFICATES; PROJECTIONS. ..	104
SECTION 908.	NOTICE OF DEFAULT.....	105
SECTION 909.	TRUSTEE NOT RESPONSIBLE FOR RECITALS.	106
SECTION 910.	TRUSTEE PROTECTED IN RELYING ON CERTAIN DOCUMENTS.	106
SECTION 911.	TRUSTEE MAY PAY TAXES AND ASSESSMENTS.	106
SECTION 912.	RESIGNATION AND REMOVAL OF TRUSTEE SUBJECT TO APPOINTMENT OF SUCCESSOR.....	106
SECTION 913.	RESIGNATION OF TRUSTEE.	107
SECTION 914.	REMOVAL OF TRUSTEE.	107
SECTION 915.	APPOINTMENT OF SUCCESSOR TRUSTEE.....	107
SECTION 916.	VESTING OF DUTIES IN SUCCESSOR TRUSTEE.	108
SECTION 917.	REMOVAL AND RESIGNATION OF BOND REGISTRAR.	108

SECTION 918.	CO-TRUSTEE.	109
--------------	------------------	-----

ARTICLE X

EXECUTION OF INSTRUMENTS BY OWNERS AND HOLDERS, PROOF OF OWNERSHIP OF BONDS OR SENIOR LIEN PARITY DEBT, AND DETERMINATION OF CONCURRENCE OF OWNERS

SECTION 1001.	EXECUTION OF INSTRUMENTS.....	112
SECTION 1002.	PRESERVATION OF INFORMATION; COMMUNICATIONS ..	113

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

SECTION 1101.	SUPPLEMENTAL TRUST AGREEMENT WITHOUT CONSENT.....	114
SECTION 1102.	SUPPLEMENTAL TRUST AGREEMENT WITH CONSENT.	115
SECTION 1103.	SENIOR LIEN INDEBTEDNESS AND SUBORDINATE LIEN INDEBTEDNESS AFFECTED.	117
SECTION 1104.	SUPPLEMENTAL TRUST AGREEMENTS PART OF TRUST AGREEMENT.	117
SECTION 1105.	NOT A SUPPLEMENTAL TRUST AGREEMENT.	117
SECTION 1106.	TRUSTEE AUTHORIZED TO ENTER IN TO SUPPLEMENTAL TRUST AGREEMENTS.	118

ARTICLE XII

DEFEASANCE

SECTION 1201.	RELEASE OF TRUST AGREEMENT.....	119
---------------	---------------------------------	-----

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 1301.	SUCCESSORSHIP OF ISSUER.	121
SECTION 1302.	SUCCESSORSHIP OF DEPOSITORY AND BOND REGISTRAR.....	121
SECTION 1303.	MANNER OF GIVING NOTICE.	121
SECTION 1304.	SUBSTITUTE MAILING.	122
SECTION 1305.	PARTIES, BOND REGISTRAR, OWNERS AND HOLDERS ALONE HAVE RIGHTS UNDER TRUST AGREEMENT.....	122
SECTION 1306.	EFFECT OF PARTIAL INVALIDITY.....	122
SECTION 1307.	EFFECT OF COVENANTS; GOVERNING LAW.....	123
SECTION 1308.	NO RECOURSE AGAINST MEMBERS, OFFICERS OR EMPLOYEES OF ISSUER OR EXPRESSWAY AUTHORITY.....	123
SECTION 1309.	DEALING IN BONDS OR PARITY DEBT.....	123

SECTION 1310.	HEADINGS.	123
SECTION 1311.	FURTHER AUTHORITY.	124
SECTION 1312.	PAYMENT DUE ON HOLIDAYS.	124
SECTION 1313.	TREATMENT OF DERIVATIVE AGREEMENTS.	124
SECTION 1314.	MULTIPLE COUNTERPARTS.	124

EXHIBIT A - FORM OF REQUISITION AND CERTIFICATE

TRUST AGREEMENT

This TRUST AGREEMENT (this "Trust Agreement"), dated as of April 1, 2014, between Osceola County, Florida, a political subdivision of the State of Florida (the "Issuer"), and Branch Banking and Trust Company, a state banking corporation duly organized and existing under the laws of the State of North Carolina and having a designated corporate trust office in Wilson, North Carolina, which is authorized under such laws to exercise trust powers (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is a charter county and a political subdivision duly organized and existing under the laws of the State of Florida, and is authorized under Chapter 125, as amended, Florida Statutes, and other applicable provisions of law (the "Act"), to issue revenue bonds for the purpose of financing and refinancing the cost of acquiring, constructing and equipping transportation projects; and

WHEREAS, the Issuer desires initially to issue revenue bonds pursuant to the Act and this Trust Agreement and apply the proceeds thereof, together with other available funds, to pay the costs and of the Initial Project (hereinafter defined); and

WHEREAS, pursuant to the Act, the Issuer is entering into this Trust Agreement for the purpose of authorizing the issuance of Senior Lien Bonds and Subordinate Lien Bonds (each as hereinafter defined) and securing the payment thereof and any Senior Lien Parity Debt, Senior Lien Derivative Agreement Regularly Scheduled Payments, Subordinate Lien Parity Debt and Subordinate Lien Derivative Agreement Regularly Scheduled Payments (all as hereinafter defined) by pledging and assigning its rights, title and interest in and to the Revenues to the Trustee in the manner and subject to the priorities set forth herein; and

WHEREAS, under the Constitution and laws of the State of Florida, including the Act, the Issuer is authorized to enter into this Trust Agreement, to issue Bonds and incur Parity Debt as hereinafter provided and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of Florida, including the Act, to happen, exist and be performed precedent to and in the execution and delivery of this Trust Agreement have happened, exist and have been performed as so required to make this Trust Agreement a valid and binding trust agreement securing the Senior Lien Bonds, Senior Lien Parity Debt, Senior Lien Derivative Agreement Regularly Scheduled Payments, Subordinate Lien Bonds, Subordinate Lien Parity Debt and Subordinate Lien Derivative Agreement Regularly Scheduled Payments in accordance with its terms; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH that in consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the issuance of the Senior Lien Bonds and the Subordinate Lien Bonds as provided herein, and also for and in consideration of the sum of One Dollar in hand paid by the Trustee at or before the execution and delivery of this Trust Agreement, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners or Holders (each as hereinafter defined) thereof, and to secure the payment of all Bonds at any time issued and Outstanding (hereinafter defined) under this Trust Agreement and to further secure payment of (a) any Senior Lien Parity Debt and Subordinate Lien Parity Debt (both as hereinafter defined) and (b) any Senior Lien Derivative Agreement Regularly Scheduled Payments and Subordinate Lien Derivative Agreement Regularly Scheduled Payments, and to secure the performance and observance of all the covenants, agreements and conditions, express or implied, therein and herein contained, the Issuer has executed and delivered this Trust Agreement, and by this Trust Agreement has, subject to the terms hereof, given, granted, bargained, aliened, remised, released, conveyed, transferred, assigned, confirmed, set over, and pledged, and does hereby give, grant, bargain, alien, remise, release, convey, transfer, assign, confirm, set over, and pledge unto the Trustee, and its successor or successors in trust, the Trust Estate (as herein defined);

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successor or successors in trust and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the benefit, security and protection of all and singular the present and future Owners of the Bonds issued or to be issued under and secured by this Trust Agreement and the Holders (hereinafter defined) of any Senior Lien Parity Debt or Subordinate Lien Parity Debt and the payee of any Senior Lien Derivative Agreement Regularly Scheduled Payment or Subordinate Lien Derivative Agreement Regularly Scheduled Payment, without preference, priority or distinction as to lien or otherwise, except as may otherwise be provided for herein, of (a) any one Senior Lien Bonds, Senior Lien Parity Debt or Senior Lien Derivative Agreement Regularly Scheduled Payment over any other Senior Lien Bonds, Senior Lien Parity Debt or Senior Lien Derivative Agreement Regularly Scheduled Payment or (b) any Subordinate Lien Bonds, Subordinate Lien Parity Debt or Subordinate Lien Derivative Agreement Regularly Scheduled Payment over any other Subordinate Lien Bonds, Subordinate Lien Parity Debt or Subordinate Lien Derivative

Agreement Regularly Scheduled Payment, by reason of priority in their issue, sale, delivery date or otherwise, all as herein provided;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or provide for the payment, pursuant to the provisions of this Trust Agreement, of the principal of all Senior Lien Bonds, Senior Lien Parity Debt, Subordinate Lien Bonds and Subordinate Lien Parity Debt and the interest and any redemption premium due or to become due thereon and all Senior Lien Derivative Agreement Regularly Scheduled Payments and all Subordinate Lien Derivative Agreement Regularly Scheduled Payments, at the times and in the manner mentioned therein and in this Trust Agreement, according to the true intent and meaning hereof and thereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof and perform all of its other obligations hereunder, then, upon such performance and payments, this Trust Agreement and the rights hereby granted shall cease, determine and become void, as provided in Article XII hereof; otherwise this Trust Agreement to be and remain in full force and effect.

THIS TRUST AGREEMENT FURTHER WITNESSETH and it is expressly declared that all Bonds issued and secured hereunder and any Senior Lien Parity Debt, Senior Lien Derivative Agreement Regularly Scheduled Payments, Subordinate Lien Parity Debt and Subordinate Lien Derivative Agreement Regularly Scheduled Payments secured hereunder are to be issued, authenticated, delivered and dealt with, and all said property hereby given, granted, bargained, aliened, remised, released, conveyed, transferred, assigned, confirmed, set-over and pledged is to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, Holders, from time to time, of Bonds, Senior Lien Parity Debt and Subordinate Lien Parity Debt or any part thereof, and payee of any Senior Lien Derivative Agreement Regularly Scheduled Payments or Subordinate Lien Derivative Agreement Regularly Scheduled Payments, as follows:

ARTICLE I DEFINITIONS; FINDINGS AND DETERMINATIONS

SECTION 101. MEANING OF WORDS AND TERMS. In addition to words and terms elsewhere defined in this Trust Agreement, the following words and terms as used in this Trust Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Act" means the Issuer's home rule charter, Chapter 125, Florida Statutes, as amended and other applicable provisions of law. In the event the Expressway Authority assumes all of the Issuer's obligations hereunder pursuant to Section 712 hereof, "Act" means Part V, Chapter 348, Florida Statutes, as amended or any successor provision.

"Additional Project" means any addition, acquisition, improvement, betterment, extension or equipping of or relating to the Initial Project as authorized by the Act, or any other transportation project that the Issuer determines by Parity Debt Resolution and/or Supplemental Agreement is part of or integral to the Expressway System; provided, however, that the term "Additional Project" shall not include any Non-System Project unless the Issuer specifically identifies such Non-System Project as an Additional Project upon compliance with the provisions of Section 715.

"Additional Projects Account" means an account in the Project Fund created and so designated by Section 401 or by Supplemental Agreement.

"Annual Budget" means the Issuer's, or Expressway Authority's, as applicable, budget for the Expressway System for a Fiscal Year adopted pursuant to the terms hereof or of the Lease-Purchase Agreement.

"Authorized Officer" means the Chairman, Vice Chairman, Issuer Manager and any other person authorized by resolution of the Issuer Board to perform the duties imposed on an Authorized Officer by this Trust Agreement whose name and specimen signature is filed pursuant to an Officer's Certificate with the Trustee for such purpose. So long as the Lease-Purchase Agreement is in effect, Authorized Officer shall also include the Chairman, Vice Chairman, Treasurer or Executive Director of the Expressway Authority or such other officer as identified in an Officer's Certificate filed with the Trustee.

"Balloon Long-Term Indebtedness" means fixed or variable rate Long-Term Indebtedness 25% or more of the principal payments of which are due in a single twelve-month period which portion of the principal is not required by the documents pursuant to which such Indebtedness is incurred to be amortized by redemption or prepayment prior to the expiration of such period.

"Bankruptcy Related Event" means (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of a Person, or any of its debts, or of a substantial part of the assets of such Person, under any Insolvency Law, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for such Person for a substantial part of the assets of such Person, and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) such Person shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for such Person or for a substantial part of the assets of such Person, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, or (v) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, or (vi) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or (vii) take any action for the purpose of effecting any of the foregoing; or (c) (i) all or a substantial part of the Expressway System or the Trust Estate shall be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of any liens or security interest thereon securing the Senior Lien Indebtedness, or (ii) all or a substantial part of the Expressway System or the Trust Estate shall be transferred pursuant to a sale or disposition in lieu of foreclosure.

"Bond" or **"Bonds"** means, collectively, the Senior Lien Bonds and the Subordinate Lien Bonds.

"Bond Insurance Policy" means a municipal bond insurance policy or similar arrangement obtained or established in connection with the issuance of any Bonds or other Parity Debt.

"Bond Insurer" means the Person providing a Bond Insurance Policy.

"Bond Registrar" means, with respect to any Series of Bonds, the Bond Registrar at the time serving as such hereunder or under the Supplemental Agreement relating to such Series, whether the original or a successor Bond Registrar.

"Business Day" means any day other than a Saturday, a Sunday or a day on which offices of the United States Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive

order to be closed in New York, New York, in Kissimmee, Florida or in the city where the principal or designated office of the Trustee is located.

"Capital Appreciation Bonds" means Bonds the interest on which is compounded at the rates and on the dates set forth in a Supplemental Agreement and is payable upon redemption or on the maturity date of such Bonds; provided, however, that nothing in this Trust Agreement shall prohibit the Issuer from designating in the appropriate Supplemental Agreement any such Bonds by a name other than Capital Appreciation Bonds.

"Capital Improvements Budget" for any Fiscal Year means the budget for capital improvements adopted by the Issuer in accordance with Section 705 hereof or, so long as the Lease-Purchase Agreement is in effect, by the Expressway Authority pursuant to the terms of the Lease-Purchase Agreement.

"Capitalized Interest Account" means the respective accounts in the Senior Lien Debt Service Fund and the Subordinate Lien Debt Service Fund created and so designated by Section 501.

"Chief Financial Officer" means the person appointed or employed by the Issuer to perform the duties imposed on the Chief Financial Officer by this Trust Agreement.

"Completion Date" means the date of acquisition or completion of the Initial Project and any Additional Project, or of any segment of the foregoing, as the case may be, as certified by the Issuer pursuant to Section 406.

"Completion Indebtedness" means any Long-Term Indebtedness incurred for the purpose of financing the completion of the Initial Project or any Additional Project for which Long-Term Indebtedness has theretofore been incurred in accordance with the provisions hereof, to the extent necessary to complete the Initial Project or such Additional Project, in the manner and scope contemplated at the time that such Long-Term Indebtedness theretofore incurred was originally incurred, and, to the extent the same shall be applicable, in accordance with the general plans and specifications for the Initial Project or such Additional Project, as originally prepared with only such changes as have been made in conformance with the documents pursuant to which such Long-Term Indebtedness theretofore incurred was originally incurred; provided, however, that such Long-Term Indebtedness shall not exceed 5% of the aggregate principal amount of the Long-Term Indebtedness originally incurred by the Issuer to finance the costs of the Initial Project or any Additional Project.

"Compounded Amount" means with respect to Capital Appreciation Bonds of any Series, the amount set forth in a Supplemental Agreement as the amount representing the initial public offering price, plus the accumulated and compounded interest on such Capital Appreciation Bonds.

"Cost" as applied to the Initial Project or any Additional Project, means, without intending thereby to limit or restrict any proper definition of such word under the provisions of the Act or this Trust Agreement, including all items of cost which are set forth in Section 403.

"Credit Facility" means a line of credit, letter of credit, standby bond purchase agreement or similar liquidity or credit facility permitted by the Act (but excluding a Bond Insurance Policy) and established or obtained in connection with the incurrence of any Indebtedness.

"Credit Provider" means the Person providing a Credit Facility. If and to the extent permitted by law, the Issuer may be a Credit Provider for the sole purpose of providing liquidity support for Indebtedness.

"Current Interest Bonds" means Bonds the interest on which is payable on the Interest Payment Dates provided therefor in any Supplemental Agreement.

"Default" means any Event of Default and any event that, after notice or lapse of time or both, would become an Event of Default.

"Defaulted Interest" means Defaulted Interest as defined in Section 202.

"Defeasance Obligations" means noncallable (a) Government Obligations and (b) Defeased Municipal Obligations.

"Defeased Municipal Obligations" means obligations of state or local government municipal bond issuers which are rated the highest rating category by S&P, Fitch or Moody's, respectively, provision for the payment of the principal of, premium, if any, and interest on which shall have been made by deposit with a trustee or escrow agent of Government Obligations, the maturing principal of and interest on which, when due and payable, shall provide sufficient money to pay the principal of, premium, if any, and interest on such obligations of state or local government municipal bond issuers. References in this definition to state or local government bond issuers shall mean the State of Florida and Florida local government bond issuers, and, to the extent permitted by law, states other than the State of Florida and local government bond issuers other than Florida local government bond issuers.

"Depository" means one or more banks or trust companies or other institutions, including the Trustee, duly authorized by State law to engage in the banking business and act as depository for public funds and designated by the Issuer as a depository of moneys under this Trust Agreement.

"Derivative Agreement" means an interest rate swap, cap, collar, floor, forward, option, put, call or other agreement, arrangement or security however denominated, entered into in order to hedge interest rate fluctuations on all or a portion of any

Indebtedness or to provide debt management by changing payments to be made by the Issuer with respect to all or a portion of any Indebtedness.

"Derivative Agreement Additional Payments" means payments required to be paid by the Issuer under a Derivative Agreement other than Derivative Agreement Regularly Scheduled Payments, including termination payments required to be paid in connection with the termination of a Derivative Agreement, whether voluntarily or upon the occurrence of an event of default, termination event or similar event thereunder.

"Derivative Agreement Regularly Scheduled Payments" means regularly scheduled payments required to be paid by the Issuer under a Derivative Agreement that are based upon a fixed or variable imputed rate on a notional amount set forth in the Derivative Agreement and which are intended by the Issuer to correspond to interest payments on the underlying Derivative Indebtedness.

"Derivative Indebtedness" means the portion of any Indebtedness meeting the requirements set forth in clauses (a) and (b) below:

(a) in connection with such Indebtedness, the Issuer shall have entered into a Derivative Agreement in respect of all or a portion of such Indebtedness, and

(b) (i) if such Indebtedness bears interest at a variable rate, such Derivative Agreement provides that during the Derivative Period, the Issuer shall pay to the provider of the Derivative Agreement a fixed rate (the "Synthetic Fixed Rate") and the provider of the Derivative Agreement shall pay to the Issuer a variable rate on a notional amount equal to all or a portion of the Outstanding principal amount of such Indebtedness, or (ii) if such Indebtedness bears interest at a fixed rate, such Derivative Agreement provides that during the Derivative Period, the Issuer shall pay to the provider of the Derivative Agreement a variable rate (the "Synthetic Variable Rate") and the provider of the Derivative Agreement shall pay to the Issuer a fixed rate on a notional amount equal to all or a portion of the Outstanding principal amount of such Indebtedness.

"Derivative Period" means the period during which a Derivative Agreement is in effect.

"Development Agreement" means the Agreement for Development of Poinciana Parkway by and between the Issuer, Polk County, Florida, Avatar Properties, Inc. and the Expressway Authority, dated as of October 15, 2012, as amended and supplemented in accordance with its terms.

"Eminent Domain" means the eminent domain or condemnation power by which all or any part of the Expressway System may be taken for another public use or any agreement that is reached in lieu of proceedings to exercise such power.

"Event of Default" means each of those events of default set forth in Section 802.

"Expressway Authority" means the Osceola County Expressway Authority, a body politic and corporate created by Part V, Chapter 348, Florida Statutes, and any successor thereto.

"Expressway System" means, collectively, the Initial Project and any Additional Projects.

"Fiscal Year" means the period commencing on the first day of October of any year and ending on the last day of September of the following year. On and after the date, if ever, that the Expressway Authority or other successor entity assumes ownership of the Expressway System in accordance with the last paragraph of Section 712, "Fiscal Year" shall refer to the Fiscal Year of the Expressway Authority or other applicable successor.

"Fitch" means Fitch Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer by notice to the Trustee.

"General Engineering Consultant" means any engineer or firm of engineers of favorable reputation for skill and experience in performing the duties for which such consultant is required to be employed pursuant to the provisions of this Trust Agreement or the Lease-Purchase Agreement.

"General Reserve Fund" means the fund created and designated the "Osceola County, Florida Expressway System General Reserve Fund" by Section 501.

"Government Obligations" means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America in either certificated or book-entry form, including (a) stripped Government Obligations stripped by the United States Treasury itself and (b) interest only portions of obligations issued by the Resolution Funding Corporation.

"Grant Anticipation Notes" means any grant anticipation notes issued by the Issuer in compliance with the provisions of Section 212.

"Holder" means the holder or owner of Senior Lien Parity Debt or Subordinate Lien Parity Debt.

"Indebtedness" means all obligations incurred or assumed by the Issuer in connection with the ownership or operation of the Expressway System:

(a) for payments of principal and interest with respect to borrowed money, including any obligation to repay a Credit Provider for moneys drawn to pay and retire or purchase Indebtedness and including the continuing obligation to pay principal and interest with respect to any Bonds pursuant to the subrogation provisions of a Bond Insurance Policy following the payment to the Owner of such Bonds of the insured principal and interest from amounts paid by the Bond Insurer under such Bond Insurance Policy; and

(b) for payments under leases which are required to be capitalized in accordance with generally accepted accounting principles and under installment or lease purchase or conditional sale contracts;

provided, however, that (i) Indebtedness shall include only such obligations as are secured by Revenues, (ii) any obligation to pay a Credit Provider for moneys drawn to purchase, but not pay and retire, Indebtedness shall constitute Indebtedness only to the extent such payments are in excess of any scheduled payments of principal and interest required to be made to such Credit Provider as an Owner or Holder of such Indebtedness.

"Initial Project" means Poinciana Parkway, as more particularly described in the Development Agreement.

"Initial Project Account" means the account in the Project Fund created and so designated by Section 401.

"Insolvency Laws" means the United States Bankruptcy Code, 11 U.S.C. §101 et seq., as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership or similar law now or hereafter in effect.

"Insurance and Condemnation Award Fund" means the fund created and designated the "Osceola County, Florida Expressway Insurance and Condemnation Award Fund" by Section 501.

"Insurance Consultant" means any Person or firm having a favorable reputation in the State for skill and experience in dealing with the insurance requirements of road and highway systems similar to the Expressway System and in performing the duties to be imposed upon the Insurance Consultant by this Trust Agreement or the Lease-Purchase Agreement.

"Interest Account" means the respective accounts in the Senior Lien Debt Service Fund and the Subordinate Lien Debt Service Fund created and so designated by Section 501 or by Supplemental Agreement.

"Interest Payment Date" means, with respect to any Series of Bonds, each of the interest payment dates provided for in the Supplemental Agreement relating to such Series, and with respect to any Parity Debt, each of the interest payment dates provided for in the Parity Debt Resolution relating to such Parity Debt.

"Investment Obligations" means any of the following:

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation);
- (2) Obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America, including:
 - U.S. Treasury obligations (including State and Local Government Series)
 - All direct or fully guaranteed obligations
 - Farmers Home Administration obligations
 - General Services Administration obligations
 - Guaranteed Title XI financing
 - Government National Mortgage Association (GNMA) obligations;
- (3) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - Export-Import Bank
 - Rural Economic Community Development Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - U.S. Department of Housing & Urban Development (PHAs)
 - Federal Housing Administration
 - Federal Financing Bank;
- (4) Direct Obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
 - Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
 - Obligations of this Resolution Funding Corporation (REFCORP)
 - Senior debt obligations of the Federal Home Loan Bank System

- Senior debt obligations of other government sponsored agencies approved by the Insurer;
- (5) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating on the bank);
 - (6) Commercial paper which is rated at the time of purchase "P-1" by Moody's and "A-1" by S&P and which matures not more than 270 calendar days after the date of purchase;
 - (7) Investments in a money market fund rated "AAAm" by S&P
 - (8) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and
 - (A) which are related, based on irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or
 - (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;
 - (9) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P; and

(10) the Local Government Surplus Funds Trust Fund created and established pursuant to Chapter 218, Part IV, Florida Statutes, as amended.

"Issuer" means Osceola County, Florida, a charter county and political subdivision of the State, and any successor thereto.

"Issuer Board" means the Board of County Commissioners of the Issuer, as the governing body thereof.

"Issuer Contribution" means the contribution or contributions made by the Issuer to defray a portion of the costs of the Initial Project in accordance with the provisions of Section 5.01 of the Development Agreement.

"Issuer Manager" means the appointed manager of the Issuer and Clerk of the Issuer Board, and his or her designee(s).

"Lease-Purchase Agreement" means the Lease-Purchase Agreement between the Issuer and the Expressway Authority, effective as of the date of issuance of the Series 2014 Bonds, as amended and supplemented in accordance with its terms.

"Long-Term Debt Service Requirement" means, for any period of twelve (12) consecutive calendar months for which such determination is made, the aggregate of the required deposits to be made in respect of Principal and interest (whether or not separately stated) on Outstanding Long-Term Indebtedness during such period, also taking into account:

(a) with respect to Balloon Long-Term Indebtedness, the amount of principal which would be payable in such period if such principal were amortized from the date of incurrence thereof over a period of twenty (20) years (or the actual number of years over which such Balloon Long-Term Indebtedness is being amortized, if greater than twenty (20) years, but in no event greater than forty (40) years) on a level debt service basis at an interest rate equal to the current market rate for an obligation with such assumed amortization as set forth in an opinion of an independent financial advisor knowledgeable in financing of expressway systems delivered to the Trustee as the interest rate at which the Issuer could reasonably expect to borrow the same by incurring Indebtedness with the same term as assumed above; provided, however, that if the date of calculation is within twelve (12) calendar months of the actual final maturity date of such Indebtedness, the full amount of principal payable at maturity shall be included in such calculation, unless a binding commitment by an institutional lender or municipal underwriting firm exists, which binding commitment may contain typical and customary conditions, to provide financing to refinance such Indebtedness and such commitment provides for the refinancing of such Indebtedness on terms which would, if such commitment was implemented, constitute Long-Term

Indebtedness, then in such case the payment terms contained in such commitment shall be utilized for purposes of calculating the Long-Term Debt Service Requirement with respect to such Balloon Long-Term Indebtedness;

(b) with respect to Long-Term Indebtedness which is Variable Rate Indebtedness, the interest on such Indebtedness shall be calculated at the rate which is equal to the average of the actual interest rates which were in effect (weighted according to the length of the period during which each such interest rate was in effect) for the most recent twelve (12) month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a twelve (12) month period), except that with respect to new Variable Rate Indebtedness proposed to be incurred, the interest rate for such Variable Rate Indebtedness shall be equal to the running average of the SIFMA Municipal Index for the most recent 52 weeks immediately preceding the date of calculation for which such information is available;

(c) with respect to any Credit Facility, (i) to the extent that such Credit Facility has not been used or drawn upon, the principal and interest relating to such Credit Facility shall not be included in the Long-Term Debt Service Requirement and (ii) to the extent that the Issuer has reimbursed a Credit Provider for a drawing on a Credit Facility to pay principal or interest on Indebtedness that is already included in the Long-Term Debt Service Requirement, only the portion of the reimbursement payment that is in excess of the payment of principal and interest paid from the drawing shall be included in the Long-Term Debt Service Requirement; and

(d) with respect to Derivative Indebtedness, during any Derivative Period and for so long as the provider of the Derivative Agreement has not defaulted on its payment obligations under the Derivative Agreement, the amount of interest payable on such Derivative Indebtedness shall be calculated as follows:

(i) for any historical computation of the Long-Term Debt Service Requirement:

(A) if such Derivative Indebtedness bears interest at a variable rate, the amount derived by adding (1) the amount of interest paid by the Issuer on such Derivative Indebtedness at such variable rate (calculated at provided in subparagraph (b) above) and (2) the amount paid by the Issuer to the provider of the Derivative Agreement relating to such Derivative Indebtedness at the Synthetic Fixed Rate, and subtracting (3) the amount received by the Issuer from the provider of such Derivative Agreement at the variable rate

specified in the Derivative Agreement (calculated as provided in subparagraph (b) above); and

(B) if such Derivative Indebtedness bears interest at a fixed rate, the amount derived by adding (1) the amount of interest paid by the Issuer on such Derivative Indebtedness at such fixed rate and (2) the amount paid by the Issuer to the provider of the Derivative Agreement relating to such Derivative Indebtedness at the Synthetic Variable Rate (calculated as provided in subparagraph (b) above) and subtracting (3) the amount received by the Issuer from the provider of such Derivative Agreement at the fixed rate specified in the Derivative Agreement; and

(ii) for any projected computation of the Long-Term Debt Service Requirement:

(A) if such Derivative Indebtedness bears interest at a variable rate, at the Synthetic Fixed Rate; and

(B) if such Derivative Indebtedness bears interest at a fixed rate, at the Synthetic Variable Rate (calculated as provided in subparagraph (b) above); provided, however, that notwithstanding the foregoing, (a) accrued and capitalized interest shall be excluded from the determination of Long-Term Debt Service Requirement to the extent the same is provided from the proceeds of the Long-Term Indebtedness or otherwise provided so as to be available for deposit into an account for capitalized interest or similar account not later than the date of delivery of and payment for such Long-Term Indebtedness; (b) the aggregate amount of payments made with respect to principal or interest on Outstanding Long-Term Indebtedness shall not include principal or interest payable from investment earnings on the Senior Lien Debt Service Fund, the Subordinate Lien Debt Service Fund, any Senior Lien Special Reserve Account, any Subordinate Lien Special Reserve Account or any other fund or account established by the Issuer that are required to be used to pay the principal of or interest on Indebtedness; and (c) the aggregate of the payments to be made with respect to principal and interest on Outstanding Long-Term Indebtedness shall not include principal or interest payable from Qualified Escrow Funds; and

(e) the deposits required to be made for any period in respect of interest on any Outstanding Senior Lien Bonds, Subordinate Lien Bonds or Parity Debt issued or incurred hereunder shall be reduced by the amount of funds set aside in

the Capitalized Interest Account to pay interest on such Bonds or Parity Debt and of any investment earnings on the Funds and Accounts created in the Debt Service Fund.

"Long-Term Indebtedness" means all Indebtedness for any of the following:

- (a) money borrowed for an original term, or renewable at the option of the Issuer for a period from the date originally incurred, of longer than one year;
- (b) leases which are required to be capitalized in accordance with generally accepted accounting principles having an original term, or renewable at the option of the Issuer for a period from the date originally incurred, of longer than one year; and
- (c) installment purchase, installment financing or conditional sale contracts having an original term in excess of one year.

Long-Term Indebtedness shall include Short-Term Indebtedness if a Credit Facility exists to provide financing to retire such Short-Term Indebtedness and such Credit Facility provides for the repayment of principal on terms which would, if such commitment were implemented, constitute Long-Term Indebtedness. Long-Term Indebtedness shall also include the current portion of Long-Term Indebtedness. Long-Term Indebtedness shall only include the obligations described in (a), (b) and (c) to the extent that such obligations are Indebtedness, as herein defined.

"Maximum Long-Term Debt Service Requirement" means the highest Long-Term Debt Service Requirement for the present and any succeeding Fiscal Year.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer by notice to the Trustee.

"Net Eminent Domain Proceeds" means the gross proceeds paid to the Issuer or the Expressway Authority as a final award for the taking by Eminent Domain of any of the Expressway System less payment of attorneys' and other fees and expenses properly incurred in the collection of such gross proceeds.

"Net Insurance Proceeds" means the gross proceeds paid to the Issuer or the Expressway Authority as a result of any casualty insurance policy with respect to the Expressway System or as a result of any liability insurance policy less payment of attorneys' and other fees and expenses properly incurred in the collection of such gross proceeds.

"Net Revenues" means, for any period, Revenues less Operating Expenses.

"Non-System Project" means any additions, acquisitions, improvements, betterments, land, buildings, structures or other facilities, including equipment, acquired or constructed, and the preparation and grading of land, whether or not relating to the Expressway System, but which are not otherwise designated as an Additional Project pursuant to Section 715.

"Officer's Certificate" means a certificate signed by an Authorized Officer.

"Operating Expenses" means the current expenses for the operation, maintenance and repair of the Expressway System as determined in accordance with generally accepted accounting principles or the practices and procedures of owners and operators of similar facilities, except as modified by this definition, including, without limiting the generality of the foregoing:

- (a) all ordinary and usual expenses of operation, toll collection (and accounting thereof), maintenance and repair, which may include expenses not annually recurring;
- (b) direct administrative expenses;
- (c) salaries, benefits and other compensation;
- (d) operating lease payments;
- (e) payments to any pension or retirement plan or plans properly chargeable to the Issuer or, so long as the Lease-Purchase Agreement is in effect, the Expressway Authority;
- (f) insurance and employee bond premiums and expenses;
- (g) engineering, architectural, environmental, surveying and geotechnical, fees, costs and expenses relating to the operation, maintenance or repair of the Expressway System;
- (h) fees, costs and expenses of the Trustee or its counsel, any Bond Registrar, Depositary, Traffic Consultant, General Engineering Consultant, tender agent, paying agent or Bond Insurer, legal expenses, Credit Facility fees, remarketing fees and fees of consultants or professionals and the fees, costs and expenses of any agent of the Issuer or the Expressway Authority performing or providing services or activities related to the operation of the Expressway System; and

(i) any other similar-type operating expenses required to be paid by the Issuer under this Trust Agreement, by the Expressway Authority under the Lease-Purchase Agreement or by law;

but Operating Expenses shall not include:

- (a) any reserves for extraordinary replacements or repairs;
- (b) any allowance for depreciation or any amortization of financing expense;
- (c) any deposits to any fund, account and subaccount created under this Trust Agreement or any Supplemental Agreement or Parity Debt Resolution and payments of principal, premium, if any, and interest on Indebtedness from such funds, accounts and subaccounts;
- (d) any debt service payments or reserves or deposits for debt service payments in respect of Indebtedness or any lease-purchase or installment financing contracts or any other indebtedness of the Issuer not secured by a pledge of and lien on the Revenues; or
- (e) any payments made under any Derivative Agreement, whether regularly scheduled payments, termination payments or other payments.

"Operating Reserve Fund" means the fund created and designated the "Osceola County, Florida Expressway System Operating Reserve Fund" by Section 501.

"Operations and Maintenance Expense Fund" means the fund created and designated the "Osceola County, Florida Expressway System Operations and Maintenance Expense Fund" by Section 501.

"Outstanding," when used with reference to Bonds means, as of a particular date, all Bonds theretofore authenticated and delivered under this Trust Agreement, except:

- (a) Bonds theretofore canceled by the Bond Registrar or delivered to the Bond Registrar for cancellation;
- (b) Bonds deemed to be no longer Outstanding pursuant to Section 304;
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Trust Agreement;
- (d) Bonds deemed to have been paid in accordance with Article XII; and
- (e) Bonds constituting Put Indebtedness deemed to have been purchased in accordance with the provisions of the applicable Supplemental Agreement in

lieu of which other Bonds have been delivered under such Supplemental Agreement.

When used with reference to Parity Debt, "Outstanding" means, as of a particular date, all Parity Debt except:

- (a) Parity Debt theretofore canceled by the Issuer;
- (b) Parity Debt for the payment or redemption of which money, Defeasance Obligations, or a combination of both, in an amount sufficient to pay on the date when such Parity Debt is to be paid or redeemed the principal amount of or Redemption Price of, and the interest accruing to such date on, the Parity Debt to be paid or redeemed, has been deposited with an escrow agent in trust for the Holders of such Parity Debt; Defeasance Obligations shall be deemed to be sufficient to pay or redeem Parity Debt on a specified date if the principal and the interest on such Defeasance Obligations, when due, together with any money left uninvested, will be sufficient to pay on such date the principal amount of or Redemption Price of, and the interest accruing on, such Parity Debt to such date;
- (c) Parity Debt in exchange for or in lieu of which other Parity Debt has been delivered under the documentation securing such Parity Debt;
- (d) Parity Debt deemed to have been paid in accordance with the defeasance or like provisions of the Parity Debt Resolution providing for the issuance of the Parity Debt; and
- (e) Parity Debt constituting Put Indebtedness deemed to have been purchased in accordance with the provisions of the applicable Parity Debt Resolution in lieu of which other Parity Debt has been incurred under the Parity Debt Resolution.

"Owner" means a Person in whose name a Bond is registered in the registration books provided for in Section 205.

"Parity Debt" means, collectively, Senior Lien Parity Debt and Subordinate Lien Parity Debt.

"Parity Debt Resolution" means the resolution (or trust agreement) and any other documentation adopted or executed and delivered by the Issuer providing for the incurrence of Parity Debt. If any Senior Lien Indebtedness is to be the subject of a Credit Facility providing for repayments for draws under the Credit Facility on a parity basis with such Senior Lien Indebtedness, then the term Parity Debt Resolution shall include any reimbursement agreement or similar repayment agreement executed and delivered by the Issuer in connection with the provision of a Credit Facility for such Senior Lien Indebtedness. If any Subordinate Lien Indebtedness is to be the subject of a Credit

Facility providing for repayments for draws under the Credit Facility on a parity basis with such Subordinate Lien Indebtedness, then the term Parity Debt Resolution shall include any reimbursement agreement or similar repayment agreement executed and delivered by the Issuer in connection with the provision of a Credit Facility for such Subordinate Lien Indebtedness.

"Permitted Encumbrances" means in addition to any charge created or permitted by this Trust Agreement upon the Expressway System or any part thereof or on the Revenues:

- (a) liens for taxes or other governmental charges or levies not delinquent or that are being contested in good faith by the Issuer;

- (b) (i) covenants, easements, encumbrances, defects of title, reservations, restrictions and conditions existing at the time of delivery of the Series 2014 Bonds and (ii) defects, irregularities, encumbrances, easements, including easements for roads and public utilities and similar easements, rights of way, mineral conveyances, mineral reservations, and clouds on title, none of which materially impairs the use of the property affected thereby for its intended purposes;

- (c) mechanics', workers', repairmen's, architects', engineers', surveyors', or carriers' liens or other similar liens provided that the same shall be discharged in the ordinary course of business and without undue delay or the validity of the same shall be contested in good faith with any pending execution thereof appropriately stayed;

- (d) other liens, charges and encumbrances that, in the written opinion of the Issuer Attorney, a copy of which is filed with the Trustee, do not prevent or materially impair the use of the Expressway System (the Issuer Attorney may rely upon a certificate of any engineer or any architect as to whether such liens, charges and encumbrances prevent or materially impair the use of the Expressway System);

- (e) liens on any Non-System Projects;

- (f) encumbrances on property, plant and equipment comprising a part of the Expressway System to the extent permitted by Section 711;

- (g) any contracts, leases or other agreements to the extent permitted by Section 714; and

- (h) the Lease-Purchase Agreement and any liens created pursuant to the terms thereof.

"Person" includes corporations, firms, associations, partnerships, joint ventures, joint stock companies, trusts, unincorporated organizations, and public bodies, as well as natural persons.

"Polk County Contribution" means the contribution made by Polk County, Florida to defray a portion of the costs of the Initial Project in accordance with the provisions of Section 5.02 of the Development Agreement.

"Predecessor Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond; and, for purposes of this definition, any Bond authenticated and delivered under Section 210 in lieu of a lost, destroyed or stolen Bond shall be deemed to evidence the same debt as the lost, destroyed or stolen Bond.

"Principal" means (a) with respect to any Capital Appreciation Bond, the Compounded Amount thereof (the difference between the stated amount to be paid at maturity and the Compounded Amount being deemed unearned interest) except as used in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an Event of Default, in which case "Principal" means the initial public offering price of a Capital Appreciation Bond and the difference between the Compounded Amount and the initial public offering price shall be deemed to be interest and (b) with respect to any Current Interest Bond, the principal amount of such Bond or Indebtedness payable at maturity or in satisfaction of a Sinking Fund Requirement, if applicable.

"Principal Account" means the respective accounts in the Senior Lien Debt Service Fund and the Subordinate Lien Debt Service Fund created and so designated by Section 501 or by Supplemental Agreement.

"Principal Payment Date" means any date established by any Supplemental Agreement, Parity Debt Resolution for the payment of principal of Bonds, Parity Debt, whether at maturity or pursuant to an amortization requirement or otherwise.

"Project Fund" means the fund created and designated the "Osceola County, Florida Expressway System Project Fund" by Section 401.

"Put Indebtedness" means fixed or variable rate Long-Term Indebtedness 25% or more of the principal of which may, at the option of the Owner or Holder thereof, be tendered to the Issuer, the Trustee, a Depositary or a paying agent or other fiduciary, or an agent of any of the foregoing, for payment or purchase at one time.

"Qualified Escrow Funds" means amounts deposited in a segregated escrow fund or other similar fund or account in connection with the issuance of Long-Term Indebtedness which fund or account is required by the documents establishing such fund

or account to be applied toward the Issuer's payment obligations with respect to principal or interest on (a) the Long-Term Indebtedness which is incurred under the documents establishing such fund or account or (b) Long-Term Indebtedness which is incurred prior to the establishment of such fund or account.

"Redemption Account" means the respective accounts in the Senior Lien Debt Service Fund and the Subordinate Lien Debt Service Fund created and so designated by Section 501 or by Supplemental Agreement.

"Redemption Price" means, with respect to any Indebtedness or portion thereof, the principal amount of such Indebtedness or portion called for redemption plus the applicable premium, if any, payable upon redemption thereof.

"Regular Record Date" means, with respect to any Series of Bonds, the regular record date, if any, provided for in the Supplemental Agreement relating to such Series.

"Renewal and Replacement Fund" means the fund created and designated the "Osceola County, Florida Expressway Renewal and Replacement Fund" by Section 705.

"Renewal and Replacement Fund Requirement" means, for each Fiscal Year, the amount determined by the General Engineering Consultant in accordance with Section 705.

"Reserve Alternative Instrument" means an unconditional insurance policy or surety bond or irrevocable letter of credit or guaranty deposited in the Senior Lien Parity Reserve Account, a Senior Lien Special Reserve Account, the Subordinate Lien Parity Reserve Account or a Subordinate Lien Special Reserve Account in lieu of or in partial substitution for the deposit of cash and Investment Obligations in satisfaction of all or a portion of the Senior Lien Parity Reserve Account Requirement, a Senior Lien Special Reserve Account Requirement, the Subordinate Lien Parity Reserve Account Requirement or a Subordinate Lien Special Reserve Account Requirement. The Reserve Alternative Instrument shall be payable (upon the giving of notice as required thereunder) to remedy any deficiency in the appropriate subaccounts in the Interest Account, the Principal Account and the Sinking Fund Account of the Senior Lien Debt Service Fund or the Subordinate Lien Debt Service Fund, as the case may be, in order to provide for the timely payment of interest and principal (whether at maturity or pursuant to Sinking Fund Requirements therefor). Except as may be provided in a Senior Lien Resolution providing for a Senior Lien Special Reserve Account or in a Subordinate Lien Resolution providing for a Subordinate Lien Special Reserve Account, the provider of a Reserve Alternative Instrument shall be, on the date of issuance of such Reserve Alternative Instrument, (a) an insurer that has been assigned either (A) one of the two highest policyholder ratings accorded insurers by A.M. Best & Co. or any comparable service or (B) for bonds insured by the provider of the Reserve Alternative Instrument, a rating by Fitch, Moody's or S&P in one of the two highest rating categories (without regard to

gradations within such categories) or (b) a commercial bank, insurance company or other financial institution the bonds payable or guaranteed by which have been assigned a rating by either Fitch, Moody's or S&P in one of the two highest rating categories (without regard to gradations within such categories).

"Revenue Bond Anticipation Notes" means any revenue bond anticipation notes issued by the Issuer in compliance with the provisions of Section 211.

"Revenue Fund" means the fund created and designated the "Osceola County, Florida Expressway System Revenue Fund" by Section 501.

"Revenues" means all receipts, revenues, income, proceeds and money received in any period by or for the Issuer or the Expressway Authority in respect of the Expressway System, including, but without limiting the generality of the foregoing:

(a) all toll revenues, payments, proceeds, fees, charges, rents and all other income derived by or for the Issuer or the Expressway Authority from the ownership and operation of the Expressway System, and all other income derived by the Issuer or the Expressway Authority from the operation or ownership of the Expressway System, and all rights to receive the same, whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such rights whether now owned or held or hereafter coming into existence;

(b) proceeds of use and occupancy or business interruption insurance and amounts received by the Issuer or the Expressway Authority from any contractor as liquidated damages for failures of such contractor to complete its contractual commitment in accordance with the terms of the contract;

(c) proceeds of any appropriation made by the federal government or any agency or instrumentality thereof or the State or any agency, instrumentality or political subdivision thereof State for use in connection with the Expressway System, to the extent such proceeds are deposited in the Revenue Fund and are available for use in the same manner as other Revenues under the provisions of this Trust Agreement;

(d) any Derivative Agreement Regularly Scheduled Payments or Derivative Agreement Additional Payments received by the Issuer under any Derivative Agreement; and

(e) the investment income realized on, and the income and gains realized upon the maturity or sale of, securities held by or on behalf of the Issuer or the Expressway Authority in the Revenue Fund;

but there shall not be included in "Revenues":

(i) the proceeds of any gifts, grants, bequests, contributions or donations (except as provided in clause (c) above in this definition);

(ii) the proceeds from the sale or disposition of all or any part of the Expressway System;

(iii) reimbursements received by the Issuer of advances made by it in respect of the Initial Project, any Additional Project, any refinancing of Indebtedness and any capital improvements;

(iv) the investment income realized on, and the income and gains realized upon the maturity or sale of, securities held by or on behalf of the Issuer in any funds, accounts and subaccounts established pursuant to this Trust Agreement (other than the Revenue Fund), except to the extent that such investment income is transferred by the Issuer to the Revenue Fund.

(v) any payments received or revenues derived from the ownership or operation of any Non-System Project, except to the extent expressly included as a Revenue by resolution adopted by the Issuer Board;

(vi) Net Insurance Proceeds or Net Eminent Domain Proceeds other than the net proceeds of any use and occupancy or business interruption insurance;

(vii) proceeds of any appropriation made by the federal government or any agency or instrumentality thereof or the State or any agency, instrumentality or political subdivision thereof to the extent the use of such funds is limited to a use that is inconsistent with their use as Revenues under the provisions of this Trust Agreement;

(viii) the income from the investment of Qualified Escrow Funds to the extent such income is applied to the payment of the principal of or the interest on Long-Term Indebtedness which is excluded from the determination of the Long-Term Debt Service Requirement; and

(ix) the proceeds of any indebtedness of the Issuer.

"S&P" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer by notice to the Trustee.

"Securities Depository" means the Depository Trust Company, New York, New York, or any other recognized securities depository selected by the Issuer, which

maintains a book- entry system in respect of a Series of Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

"Securities Depository Nominee" means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Bond Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

"Senior Lien Bonds" means the Series 2014 Bonds and any other Bonds issued under the provisions of Section 208 and secured on a parity with each other and any Senior Lien Parity Debt and Senior Lien Derivative Agreement Regularly Scheduled Payment by this Trust Agreement.

"Senior Lien Debt Service Fund" means the fund created and designated the "Osceola County, Florida Expressway Senior Lien Debt Service Fund" by Section 501.

"Senior Lien Derivative Agreement Regularly Scheduled Payments" means any Derivative Agreement Regularly Scheduled Payments with respect to Derivative Indebtedness constituting Senior Lien Indebtedness.

"Senior Lien Indebtedness" means, collectively, the Senior Lien Bonds and Senior Lien Parity Debt.

"Senior Lien Parity Debt" means all Indebtedness incurred by the Issuer in respect of the Expressway System and not evidenced by Bonds which is secured on a parity (as so designated in the Parity Debt Resolution) with the Senior Lien Bonds by a pledge, charge and lien upon the Net Revenues as provided in this Trust Agreement, including, without limiting the generality of the foregoing, Section 517.

"Senior Lien Parity Reserve Account" means the account in the Senior Lien Debt Service Fund created and so designated by Section 501 or by Supplemental Agreement.

"Senior Lien Parity Reserve Account Requirement" means, initially at the time of issuance of the Series 2014 Bonds, the least of (i) the Maximum Long-Term Debt Service Requirement for all Senior Lien Bonds and Senior Lien Parity Debt secured by the Senior Lien Parity Reserve Account, (ii) 125% of the average annual Long-Term Debt Service Requirement for all Senior Lien Bonds and Senior Lien Parity Debt secured by the Senior Lien Parity Reserve Account, (iii) 10% of the stated principal amount of all Senior Lien Bonds and Senior Lien Parity Debt secured by the Senior Lien Parity Reserve Account or (iv) such lesser amount as may be provided by Supplemental Resolution; provided, however, that if any Series of Senior Lien Bonds or Senior Lien

Parity Debt secured by the Senior Lien Parity Reserve Account has original issue discount or premium that exceeds 2% of the stated redemption price at maturity plus any original issue premium attributable exclusively to underwriter's compensation, the initial offering prices to the public shall be used in lieu of the stated principal amount for purposes of the 10% limitation. Thereafter, the Senior Lien Parity Reserve Account shall be adjusted annually on the first day of each Fiscal Year to equal the Maximum Long-Term Debt Service Requirement for the Senior Lien Bonds and Senior Lien Parity Debt secured by the Senior Lien Parity Reserve Account for the current Fiscal Year and the next succeeding four Fiscal Years to the extent such amount exceeds the amount then on deposit in the Senior Lien Parity Reserve Account. The Senior Lien Parity Reserve Account Requirement may be composed of cash, Investment Obligations or Reserve Alternative Instruments, or any combination of the foregoing, as the Issuer may determine.

"Senior Lien Resolution" means any Supplemental Agreement for Senior Lien Bonds or Parity Debt Resolution for Senior Lien Parity Debt, or both, as the case may be, authorizing the issuance of a Series of Senior Lien Bonds or the incurrence of Senior Lien Parity Debt.

"Senior Lien Special Reserve Account" means a special debt service reserve account, if any, created by a Senior Lien Resolution as a debt service reserve account only for the particular Senior Lien Indebtedness authorized thereby.

"Senior Lien Special Reserve Account Requirement" means the amount required to be placed or maintained in a Senior Lien Special Reserve Account as may be required by the Senior Lien Resolution creating such account. The Senior Lien Special Reserve Account Requirement may be composed of cash, Investment Obligations or Reserve Alternative Instruments or any combination of the foregoing, as the Issuer may determine.

"Serial Bonds" means the Bonds of any Series that are stated to mature in consecutive annual installments.

"Series," whenever used herein with respect to Bonds, means all of the Bonds designated as being of the same series.

"Series 2014 Bonds" means the Issuer's Expressway System Senior Lien Revenue Bonds, Series 2014A and Series 2014B (Poinciana Parkway Project), dated as of the date of delivery thereof.

"Short-Term Indebtedness" means all Indebtedness incurred for borrowed money other than the current portion of Long-Term Indebtedness for any of the following:

(a) money borrowed for an original term, or renewable at the option of the borrower for a period from the date originally incurred, of one year or less;

(b) leases which are capitalized in accordance with generally accepted accounting principles having an original term, or renewable at the option of the lessee for a period from the date originally incurred, of one year or less; and

(c) installment purchase, installment financing or conditional sale contracts having an original term of one year or less.

"SIB Loan" means the obligation of the Issuer to repay the loan made by the State of Florida Department of Transportation to the Issuer pursuant to the State-Funded State Infrastructure Bank Loan Agreement between the Issuer and the Florida Department of Transportation dated _____, 2014.

"SIFMA Municipal Index" means The Securities Industry and Financial Markets Association Municipal Swap Index or such other weekly, high-grade index comprised of seven- day, tax-exempt multi-modal notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by The Securities Industry and Financial Markets Association; provided, however, that if such index is no longer produced by Municipal Market Data, Inc. or its successor, then "SIFMA Municipal Index" means such other reasonably comparable index selected by the Issuer.

"Sinking Fund Account" means the respective accounts in the Senior Lien Debt Service Fund and the Subordinate Lien Debt Service Fund created and so designated by the provisions of Section 501 or by Supplemental Agreement.

"Sinking Fund Requirement" means, with respect to any Series of Bonds, the Sinking Fund Requirement provided in the Supplemental Agreement relating to such Series.

"Special Record Date" means a date fixed by the Trustee for determining the Owner of Bonds for the payment of Defaulted Interest pursuant to Section 202.

"State" means the State of Florida.

"Subordinate Lien Bonds" means any Bonds issued under the provisions of Section 208 and secured on a parity with each other and any Subordinate Lien Parity Debt and Subordinate Lien Derivative Agreement Regularly Scheduled Payment by this Trust Agreement.

"Subordinate Lien Debt Service Fund" means the fund created and designated the "Osceola County, Florida Expressway System Subordinate Lien Debt Service Fund" by Section 501.

"Subordinate Lien Derivative Agreement Regularly Scheduled Payments" means any Derivative Agreement Regularly Scheduled Payments with respect to Derivative Indebtedness constituting Subordinate Lien Indebtedness.

"Subordinate Lien Indebtedness" means, collectively, the Subordinate Lien Bonds and Subordinate Lien Parity Debt.

"Subordinate Lien Parity Debt" means the SIB Loan and all other Indebtedness incurred by the Issuer in respect of the Expressway System and not evidenced by Subordinate Lien Bonds which is secured on a parity (as so designated in the Parity Debt Resolution) with the Subordinate Lien Bonds by a pledge, charge and lien upon the Net Revenues as provided in this Trust Agreement, including, without limiting the generality of the foregoing, Section 517.

"Subordinate Lien Parity Reserve Account" means the account in the Subordinate Lien Debt Service Fund created and so designated by Section 501 or by Supplemental Agreement.

"Subordinate Lien Parity Reserve Account Requirement" means the amount required to be placed or maintained in a Subordinate Lien Parity Reserve Account as may be required by the Subordinate Lien Resolution first providing for the funding of the Subordinate Lien Parity Reserve Account. The Subordinate Lien Parity Reserve Account Requirement may be composed of cash, Investment Obligations or Reserve Alternative Instruments, or any combination of the foregoing, as the Issuer may determine.

"Subordinate Lien Resolution" means any Supplemental Agreement for Subordinate Lien Bonds or Parity Debt Resolution for Subordinate Lien Parity Debt, or both, as the case may be, authorizing the issuance of a Series of Subordinate Lien Bonds or the incurrence of Subordinate Lien Parity Debt.

"Subordinate Lien Special Reserve Account" means a special debt service reserve account, if any, created by a Subordinate Lien Resolution as a debt service reserve account only for the particular Subordinate Lien Indebtedness authorized thereby.

"Subordinate Lien Special Reserve Account Requirement" means the amount required to be placed or maintained in a Subordinate Lien Special Reserve Account as may be required by the Subordinate Lien Resolution creating such account. The Subordinate Lien Special Reserve Account Requirement may be composed of cash, Investment Obligations or Reserve Alternative Instruments or any combination of the foregoing, as the Issuer may determine.

"Supplemental Agreement" means an order or resolution of the Issuer authorizing any particular Series of Bonds, together with a supplemental trust agreement executed and delivered by the Issuer in connection with the issuance of such Series of

Bonds that is required to be executed and delivered by this Trust Agreement prior to the issuance of any such Series.

"Synthetic Fixed Rate" means Synthetic Fixed Rate as defined in the definition of Derivative Indebtedness.

"Synthetic Variable Rate" means Synthetic Variable Rate as defined in the definition of Derivative Indebtedness.

"Term Bonds" means the Bonds of any Series, other than Serial Bonds, that are designated as such in the Supplemental Agreement for such Series.

"Traffic Consultant" means any traffic and revenue consultant or firm of traffic and revenue consultants of favorable reputation for skill and experience in performing the duties for which such consultant is required to be employed pursuant to the provisions of this Trust Agreement or the Lease-Purchase Agreement.

"Trust Agreement" means this Trust Agreement and any supplements and amendments hereto permitted hereby; provided, however, that the Trust Agreement shall not include any Supplemental Agreement executed and delivered by the Issuer and the Trustee with respect to a particular Series of Bonds solely for the purposes and to the extent provided in Section 1105.

"Trust Estate" has the meaning set forth in Section 517 hereof.

"Trustee" means the Trustee serving as such under this Trust Agreement, whether original or successor.

"Variable Rate Indebtedness" means any portion of Indebtedness the interest rate on which is not established at the time of incurrence at a fixed or constant rate.

SECTION 102. FINDINGS AND DETERMINATIONS. The Issuer does hereby find and determine as follows:

(a) The Issuer will own and operate the Expressway System (whether by itself or by the Expressway Authority on behalf of the Issuer in accordance with the provisions of the Lease-Purchase Agreement), which initially is comprised of the Initial Project.

(b) The Issuer has determined to provide in this Trust Agreement for the issuance of revenue bonds for financing and refinancing the cost of various projects authorized by the Act.

(c) The Issuer has determined, for purposes of the Act, to combine the Initial Project and all Additional Projects, other than its existing and future Non-

System Projects, into one integral combined system of facilities designated as the Expressway System for purposes of this Trust Agreement.

(d) Under the Constitution and laws of the State, particularly the Act, the Issuer is authorized and empowered:

(i) to acquire, construct, reconstruct, extend, improve, maintain, better and operate the Expressway System (whether by itself or by the Expressway Authority on behalf of the Issuer in accordance with the provisions of the Lease-Purchase Agreement), which may include approaches, roads, bridges, avenues of access or tunnel projects and other appurtenant facilities, structures and equipment necessary or convenient for the use and operation of the Expressway System in a manner consistent with the Act;

(ii) to establish, maintain, revise, charge and collect rates, fees, rentals or other charges for the use, services, facilities and commodities of or furnished by the Expressway System (whether by itself or by the Expressway Authority on behalf of the Issuer in accordance with the provisions of the Lease-Purchase Agreement);

(iii) to borrow money for the purpose of acquiring, constructing, reconstructing, extending, bettering, improving or otherwise paying the cost of projects authorized by the Act and to issue its revenue bonds or bond anticipation notes therefor;

(iv) to pledge to the payment of such bonds or notes and interest thereon revenues from the Expressway System; and

(v) to enter into contracts with any person, firm or corporation, public or private, on such terms as the Issuer may determine, with respect to the acquisition, construction, reconstruction, extension, betterment, improvement, maintenance or operation of such projects.

(e) The Issuer has determined to provide in this Trust Agreement for the issuance of revenue bonds for the purpose of financing and refinancing various improvements to the Expressway System or to any one or more components of the Expressway System as the Issuer may determine from time to time in its discretion.

SECTION 103. RULES OF CONSTRUCTION. (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number.

(b) References herein to particular articles or sections are references to articles or sections of this Trust Agreement unless some other reference is indicated.

(c) References herein to specific sections or chapters of the laws and Statutes of Florida or to specific legislative acts are intended to be references to these sections, chapters or acts as amended and as they may be amended from time to time by the Florida Legislature, or any successor statute.

ARTICLE II DETAILS OF BONDS

SECTION 201. LIMITATION ON ISSUANCE OF BONDS. No Bonds may be issued under this Trust Agreement except in accordance with the provisions of this Article. The principal of, the interest on and the redemption premium, if any, on all Bonds issued under the provisions of this Trust Agreement shall be payable solely from the moneys and assets pledged by this Trust Agreement and the respective Supplemental Agreements for their payment. All covenants, agreements and provisions of this Trust Agreement shall be for the benefit and security of all present and future Owners of Bonds and Holders of Parity Debt without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided or as provided in any Supplemental Agreement or Parity Debt Resolution, of (a) any Senior Lien Bond or Senior Lien Parity Debt over any other Senior Lien Bond or Senior Lien Parity Debt or (b) any one Subordinate Lien Bond or Subordinate Lien Parity Debt over any other Subordinate Lien Bond or Subordinate Lien Parity Debt, by reason of priority in the issue, sale or negotiation thereof, or otherwise.

SECTION 202. DETAILS OF BONDS. Bonds authorized hereunder may be issued in one or more Series that may be delivered from time to time. The Issuer shall by Supplemental Agreement authorize such Series and shall specify, to the extent appropriate, (a) the authorized principal amount of each such Series, (b) the Initial Project or Additional Project to be financed or refinanced from the Bonds or other indebtedness to be refunded or refinanced with the proceeds thereof, including costs of issuance; (c) whether such Bonds shall constitute Senior Lien Bonds or Subordinate Lien Bonds, (d) the creation or funding of a debt service reserve fund for such Series, if any; (e) the date and terms of maturity or maturities of the Bonds of such Series, or the dates of payment of the Bonds on the demand of the Owner; (f) the interest rate or rates of the Bonds of such Series, which may include variable, adjustable, convertible or other rates, original issue discount, Capital Appreciation Bonds, municipal multipliers or other deferred interest arrangements and zero interest rate Bonds, provided that the interest cost of such Series shall never exceed for such Series the maximum interest rate, if any, permitted by law in effect at the time such Series is issued; (g) the Interest Payment Dates for such Series of Bonds; (h) the denominations, numbering, lettering and series designation of such Series of Bonds; (i) the Bond Registrar or paying agents and place or places of payment of such Bonds; (j) the redemption dates and Redemption Prices for such Series of Bonds and any terms of redemption not inconsistent with the provisions of this Trust Agreement, which may include mandatory redemption at the election of the Owner thereof to the extent permitted by law; (k) the terms of any optional or mandatory tender requirement, if any, for such Series of Bonds; (l) the use to be made of proceeds of such Series of Bonds, including, without limitation, deposits required to be made into the appropriate account or subaccount of the Project Fund, the Senior Lien Debt Service Fund, the Subordinate Lien Debt Service Fund, the Senior Lien Parity Reserve Account,

any Senior Lien Special Reserve Account, the Subordinate Lien Parity Reserve Account or any Subordinate Lien Special Reserve Account; and (m) any other terms or provisions applicable to the Series of Bonds not inconsistent with the provisions of this Trust Agreement or the Act. All of the foregoing may be added by Supplemental Agreements adopted at any time or from time to time prior to the issuance of such Series of Bonds.

Each Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated unless it is (a) authenticated upon an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) authenticated prior to the first Interest Payment Date, in which event it shall bear interest from its date or such later date as is specified in the Supplemental Agreement providing for its issuance; provided, however, that if at the time of authentication of any Bond interest is in default, such Bond shall bear interest from the date to which interest has been paid.

Unless provided to the contrary in a Supplemental Agreement, and as permitted by law, the principal of and the interest and premium, if any, on the Bonds shall be payable in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. The payment of interest on each Bond shall be made (a) by the Bond Registrar on each Interest Payment Date to the person appearing on the registration books of the Bond Registrar as the registered owner thereof as of the Regular Record Date by check mailed to the registered owner at his address as it appears on such registration books, or (b) by such additional or alternative means as is provided in any Supplemental Agreement providing for the issuance of such Bond. Unless otherwise provided in a Supplement Agreement, payment of the principal of all Bonds shall be made upon the presentation and surrender of such Bonds at the designated corporate trust office of the Bond Registrar as the same become due and payable (whether at maturity, by redemption or otherwise).

Any interest on any Bond of any Series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Owner on the relevant Regular Record Date solely by virtue of such Owner having been such Owner; and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in Subsection A or B below:

A. The Issuer may elect to make payment of any Defaulted Interest on the Bonds of any Series to the persons in whose names such Bonds (or their respective Predecessor Bonds) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time, the Issuer shall deposit with

the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Subsection provided. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment and not less than ten (10) days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, such expense to be paid solely from Revenues, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Owner at his address as it appears in the registration books maintained under Section 206 not less than ten (10) days prior to such Special Record Date. The Trustee may, in its discretion, in the name and at the expense of the Issuer, such expense to be paid solely from Revenues, cause a similar notice to be published at least once in (i) a financial journal distributed in the Borough of Manhattan, City and State of New York, and (ii) a newspaper of general circulation in Osceola County, Florida, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Bonds (or their respective Predecessor Bonds) are registered on such Special Record Date and shall no longer be payable pursuant to the following subsection B below.

B. The Issuer may make payment of any Defaulted Interest on the Bonds of any Series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this Subsection, such method of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Bond delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 203. EXECUTION AND FORM OF BONDS. The Bonds shall be signed by, or bear the facsimile signatures of, the Chairman or the Vice Chairman of the Issuer Board and the Issuer Manager or such other officers of the Issuer as may be designated by the Issuer Board and the official seal of the Issuer shall be impressed, or a

facsimile thereof imprinted, on the Bonds. In case any officer whose signature or a facsimile of whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature or such facsimile nevertheless shall be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond are the proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers.

The definitive Bonds are issuable as permitted or required by the respective Supplemental Agreement providing for the issuance of Bonds of any Series. Bonds may be issued under a book-entry system and held by a Securities Depository. All Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the applicable rules and regulations of any governmental authority or any securities exchange on which the Bonds may be listed or to any requirement of law with respect thereto.

SECTION 204. EXCHANGE OF BONDS. Bonds, upon surrender thereof at the designated corporate trust office of the Bond Registrar, together with an assignment duly executed by the Owner or his attorney or legal representative, or legal representative of his estate if the Owner is deceased, in such form as shall be satisfactory to the Bond Registrar, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same Series and maturity, of any denomination or denominations authorized by the Supplemental Agreement pursuant to which such Bonds were issued, bearing interest at the same rate and in the same form as the Bonds surrendered for exchange.

The Issuer shall make provision for the exchange of Bonds at the designated corporate trust office of the Bond Registrar.

SECTION 205. TRANSFER AND REGISTRATION OF TRANSFER OF BONDS. Unless provided to the contrary in a Supplemental Agreement, and as permitted by law, the Bond Registrar shall keep books for the registration and the registration of transfer of the Series of Bonds as to which it is Bond Registrar as provided in this Trust Agreement. The registration books shall be available at all reasonable times for inspection by the Issuer, any Owner of such Bonds and the Expressway Authority during the period the Lease-Purchase Agreement is in effect and may be copied by either of the foregoing and their agents or representatives.

The Bond Registrar shall evidence acceptance of the duties, responsibilities and obligations of the Bond Registrar under this Trust Agreement and the applicable Supplemental Agreement by the execution of the certificate of authentication on the related Series of Bonds.

The transfer of any Bond may be registered only upon the books kept for the registration and registration of transfer of Bonds upon presentation thereof to the Bond Registrar together with an assignment duly executed by the Owner or his attorney or legal representative, or legal representative of his estate if the Owner is deceased, in such form as shall be satisfactory to the Bond Registrar. No transfer of any Bond shall alter the ownership of such Bond for purposes of this Trust Agreement unless such transfer is registered with the Bond Registrar. Upon any such registration of transfer, the Issuer shall, if necessary, execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by the Supplemental Agreement pursuant to which such Bond was issued, in the aggregate principal amount equal to the principal amount of such Bond surrendered or exchanged, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Issuer shall, if necessary, execute and the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Trust Agreement. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. No service charge shall be made for any registration, transfer or exchange of Bonds, but the Issuer and the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Unless otherwise required by the applicable Supplemental Agreement, neither the Issuer nor the Bond Registrar shall be required (a) to issue, transfer or exchange Bonds during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or (b) to transfer or exchange any Bond so selected for redemption in whole or in part.

SECTION 206. OWNERSHIP OF BONDS. The Issuer, the Trustee, the Bond Registrar and any agent of the Issuer, the Trustee or the Bond Registrar, may treat the person in whose name any Bond is registered, including, without limitation, any Securities Depository Nominee, as the Owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest on such Bond, and for all other purposes whatsoever, whether or not such Bond be overdue, and, to the extent permitted by law, neither the Issuer, the Trustee, the Bond Registrar nor any such agent shall be affected by notice to the contrary.

SECTION 207. AUTHENTICATION OF BONDS. Only such Bonds as have endorsed thereon a certificate of authentication substantially in the form set forth in the Supplemental Agreement pursuant to which such Bonds are issued, duly executed as provided in the Supplemental Agreement, shall be entitled to any benefit or security under this Trust Agreement. No Bond shall be valid or obligatory for any purpose unless

and until such certificate of authentication on the Bond has been duly executed and dated as provided in the Supplemental Agreement, and such certificate upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Trust Agreement. The certificate of authentication on any Bond shall be deemed to have been duly executed and dated if signed by an authorized officer of the party authorized under the Supplemental Agreement but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds or any Series thereof that may be issued hereunder at any one time.

SECTION 208. TERMS AND CONDITIONS FOR ISSUANCE OF BONDS. Before any Bonds shall be issued, the Issuer shall adopt and execute and deliver a Supplemental Agreement authorizing the issuance of such Bonds, fixing the amount and the details thereof as provided in Section 202 and describing in brief and general terms the purpose for issuing such Bonds. Bonds may be issued for the purpose of providing funds for paying, together with any other available funds,

- (a) all or any part of the Cost of the Initial Project or any Additional Project,
- (b) all or any part of completing payment of the Cost of the Initial Project or any Additional Project, and
- (c) the cost (including financing costs) of refunding any Bonds, Parity Debt or any other Indebtedness of the Issuer.

The Supplemental Agreement for Senior Lien Bonds may determine to use the Senior Lien Parity Reserve Account or to establish a Senior Lien Special Reserve Account for such Series of Bonds and fix the provisions with respect thereto or not to establish any debt service reserve account. Unless named otherwise in the Supplemental Agreement, the Senior Lien Bonds of each Series shall be designated "Expressway System Senior Lien Revenue Bonds, Series ____" (inserting the year such Bonds are issued and any other distinctive letter, number or description), shall be stated to mature, subject to the right of prior redemption as therein set forth, on the date or dates specified therein, in such year or years not later than forty (40) years from their date, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered and shall have such redemption provisions (subject to the provisions of Article III), all as provided in the Supplemental Agreement. Except as to any differences in the maturities thereof or in the rate or rates of interest or the provisions for redemption or the provisions regarding the respective subaccounts within the Interest Account, the Principal Account, the Sinking Fund Account and the Redemption Account of the Senior Lien Debt Service Fund, and any provisions with respect to the Senior Lien Parity Reserve Account or a Senior Lien Special Reserve Account, all such Senior Lien Bonds shall be payable on a parity with each other and any Senior Lien Parity Debt and Senior Lien Derivative Agreement Regularly Scheduled Payments and shall be entitled to the same

benefit and security of this Trust Agreement, including, in particular, the pledge, charge and lien upon the Net Revenues in the priority and manner provided herein.

The Supplemental Agreement for Subordinate Lien Bonds may determine to use the Subordinate Lien Parity Reserve Account or to establish a Subordinate Lien Special Reserve Account for such Series of Bonds and fix the provisions with respect thereto or not to establish any debt service reserve account. Unless named otherwise in the Supplemental Agreement, the Subordinate Lien Bonds of each Series shall be designated "Expressway System Subordinate Lien Revenue Bonds, Series _____" (inserting the year such Bonds are issued and any other distinctive letter, number or description), shall be stated to mature, subject to the right of prior redemption as therein set forth, on the date or dates specified therein, in such year or years not later than forty (40) years from their date, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered and shall have such redemption provisions (subject to the provisions of Article III), all as provided in the Supplemental Agreement. Except as to any differences in the maturities thereof or in the rate or rates of interest or the provisions for redemption or the provisions regarding the respective subaccounts within the Interest Account, the Principal Account, the Sinking Fund Account and the Redemption Account of the Subordinate Lien Debt Service Fund, and any provisions with respect to the Subordinate Lien Parity Reserve Account or a Subordinate Lien Special Reserve Account, all such Subordinate Lien Bonds shall be payable on a parity with each other and any Subordinate Lien Parity Debt and Subordinate Lien Derivative Agreement Regularly Scheduled Payments and shall be entitled to the same benefit and security of this Trust Agreement, including, in particular, the pledge, charge and lien upon the Net Revenues in the priority and manner provided herein.

The Bonds shall be executed substantially in the form and in the manner hereinabove set forth and shall be deposited with the Bond Registrar for authentication, but before the Bonds shall be authenticated and delivered to the purchasers thereof, there shall be filed with the Trustee the following:

- (i) an executed copy of this Trust Agreement;
- (ii) an executed copy of the Supplemental Agreement adopted or executed and delivered by the Issuer for the particular Series of Bonds;
- (iii) a copy, certified by the Issuer Manager, of the resolution of the Issuer (which resolution may be incorporated in the Supplemental Agreement for the particular Series of Bonds), approving the award of the Bonds and directing the authentication and delivery of such Bonds to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth plus the accrued interest thereon;

(iv) for any Series of Senior Lien Bonds other than the Series 2014 Bonds, evidence of compliance with the provisions of Section 716, or for any Series of Subordinate Lien Bonds, evidence of compliance with the provisions of Section 717; and

(v) such other documents as are required to be delivered to the Trustee pursuant to the Supplemental Agreement.

When the documents mentioned in subsections (i) to (v), inclusive, of this Section shall have been filed with the Trustee and when the Bonds shall have been executed and authenticated as required by this Trust Agreement, the Trustee shall deliver the Bonds at one time to or upon the order of the purchasers named in the resolution mentioned in subsection (iii) of this Section, but only upon payment to the Trustee of the purchase price of the Bonds and the accrued interest, if any, thereon to the date of delivery. The Trustee shall be entitled to rely upon the resolutions and documents mentioned in subsections (i) to (v) of this Section as to all matters stated therein.

The proceeds (including accrued interest, if any) of the Bonds shall be applied by the Trustee simultaneously with the delivery of the Bonds as provided in the Supplemental Agreement.

SECTION 209. TEMPORARY BONDS. Until the definitive Bonds of any Series are ready for delivery, there may be executed, and upon direction of the Issuer, the Bond Registrar shall deliver, in lieu of definitive Bonds and subject to the same limitations and conditions, except as to identifying numbers, printed, engraved, lithographed or typewritten temporary Bonds in denominations permitted by the applicable Supplemental Agreement for the definitive Bonds, substantially of the tenor hereinabove set forth, with such appropriate omissions, insertions and variations as may be required. The Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Bond Registrar, and the Bond Registrar, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and shall authenticate and deliver, in exchange therefor, at the place designated by the Owner, without expense to the Owner, a definitive Bond or Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall be entitled to the same benefit of this Trust Agreement, as the definitive Bonds to be issued and authenticated hereunder, including the privilege of registration if so provided. Until definitive Bonds are ready for exchange, interest on temporary Bonds shall be paid when due and notation of such payment shall be endorsed thereon.

SECTION 210. MUTILATED, DESTROYED, LOST OR STOLEN BONDS. The Issuer shall cause to be executed, and the Bond Registrar shall authenticate and deliver a new Bond of like date, number and tenor in exchange and substitution for and upon the cancellation of any mutilated Bond, or in lieu of and in substitution for any

destroyed, lost or stolen Bond, and the Owner shall pay the reasonable expenses and charges of the Issuer in connection therewith. Prior to the delivery of a substitute Bond, the Owner of any Bond which was destroyed, lost or stolen shall file with the Bond Registrar evidence satisfactory to it of the destruction, loss or theft of such Bond and of the Owner's ownership thereof and shall furnish to the Issuer and to the Bond Registrar such security or indemnity as may be required by them to save each of them harmless from all risks, however remote.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond which is mutilated, destroyed, lost or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Bonds are found at any time or are enforceable by anyone, and shall be entitled to all the benefits and security hereof equally and proportionately with any and all other Bonds of the same Series duly issued under this Trust Agreement.

SECTION 211. REVENUE BOND ANTICIPATION NOTES. Revenue Bond Anticipation Notes may be issued by the Issuer from time to time for any purpose for which Bonds may be issued under Section 208. Revenue Bond Anticipation Notes may be issued as Senior Lien Indebtedness or Subordinate Lien Indebtedness and, except to the extent otherwise expressly provided in this Trust Agreement, shall be issued in compliance, to the extent applicable, with the provisions of Section 208 setting forth certain terms and conditions for the issuance of Bonds.

Revenue Bond Anticipation Notes may be issued provided the following conditions are met:

(a) The Issuer Board shall adopt a resolution authorizing the issuance of such Revenue Bond Anticipation Notes and setting forth the amount and details thereof, which resolution shall designate such Revenue Bond Anticipation Notes as Senior Lien Indebtedness or Subordinate Lien Indebtedness. The maximum aggregate principal amount of Revenue Bond Anticipation Notes of an issue at any one time Outstanding shall not exceed the aggregate principal amount of Senior Lien Indebtedness or Subordinate Lien Indebtedness allowed by subsection (d) of this Section.

(b) The Revenue Bond Anticipation Notes shall be issued pursuant to the provisions of the Act.

(c) The interest on and the principal of any such Revenue Bond Anticipation Notes may be made payable from Net Revenues in the manner provided in Section 503 or from the proceeds of other Revenue Bond Anticipation Notes, Senior Lien Indebtedness or other Subordinate Lien Indebtedness or any other legally available source.

(d) Prior to or simultaneously with the delivery of and payment for any such Revenue Bond Anticipation Notes then proposed to be issued, there shall be filed with the Trustee evidence, based on the assumptions hereinafter mentioned in this paragraph, of compliance with the provisions of Section 716 in the case the Revenue Bond Anticipation Notes are issued as Senior Lien Indebtedness or of compliance with the provisions of Section 717 in the case the Revenue Bond Anticipation Notes are issued as Subordinate Lien Indebtedness. In showing compliance with the provisions of Section 716 or Section 717, as the case may be, the principal amount of such assumed Senior Lien Indebtedness or Subordinate Lien Indebtedness shall be deemed to be equal to the principal amount of such Revenue Bond Anticipation Notes being issued, and the Issuer shall be entitled to assume that such Senior Lien Indebtedness or Subordinate Lien Indebtedness will mature at such times and in such principal amounts as if such principal were amortized from the date of incurrence thereof over a period of forty (40) years on a level debt service basis and bear such interest rates as it may in its best judgment determine. The Traffic Consultant shall be entitled in his or her best judgment to make such other assumptions as may be necessary in respect of matters that cannot be otherwise ascertained at such time in order to determine whether or not the assumed Senior Lien Indebtedness or Subordinate Lien Indebtedness could be incurred at such time. Any assumptions made by the Traffic Consultant to show compliance with this paragraph shall be binding and conclusive upon the Trustee and any Owner of Bonds and Holders of Parity Debt or the providers of any Derivative Agreements.

SECTION 212. GRANT ANTICIPATION NOTES. Grant Anticipation Notes may be issued by the Issuer from time to time for any purpose for which Bonds may be issued under Section 208 in anticipation of the receipt of moneys from firm grant commitments for such purpose from the State or the United States or any agencies of either. Grant Anticipation Notes shall constitute Subordinate Lien Indebtedness and, except to the extent otherwise expressly provided in this Trust Agreement, shall be issued in compliance, to the extent applicable, with the provisions of Section 208 setting forth certain terms and conditions for the issuance of Bonds.

Grant Anticipation Notes may be issued provided the following conditions are met:

(a) The Issuer shall adopt a resolution authorizing the issuance of the Grant Anticipation Notes and setting forth the amount and details thereof.

(b) The Grant Anticipation Notes shall be issued pursuant to the provisions of the Act.

(c) The interest on and the principal of the Grant Anticipation Notes may be made payable from Net Revenues the manner provided in Section 503 or

from the proceeds of the grant, other Grant Anticipation Notes, Senior Lien Indebtedness or Subordinate Lien Indebtedness or any other legally available source.

(d) The maximum aggregate principal amount of the Grant Anticipation Notes at any time Outstanding shall not exceed the maximum amount of the corresponding grant or grants.

(e) Grant Anticipation Notes may be issued without showing compliance with the appropriate provisions of Section 717.

(f) A copy of the resolution of the Issuer authorizing the issuance of the Grant Anticipation Notes shall be filed with the Trustee.

SECTION 213. PARITY DEBT. (a) Senior Lien Parity Debt and Subordinate Lien Parity Debt may be incurred by the Issuer from time to time for any purpose for which Bonds may be issued under Section 208. Except to the extent otherwise expressly provided in this Trust Agreement, Parity Debt shall be incurred in compliance, to the extent applicable, with the provisions of Section 208 setting forth certain terms and conditions for the issuance of Bonds.

(b) Parity Debt may be incurred provided the following conditions are met:

(a) The Issuer Board shall adopt a resolution authorizing the incurrence of any such Parity Debt and setting forth the amount and details thereof.

(b) Any such Parity Debt shall be incurred pursuant to the provisions of the Act.

(c) The interest on and the principal of any such Parity Debt shall be made payable from Net Revenues the manner provided in Section 503.

(d) There shall be filed with the Trustee evidence of compliance with the appropriate provisions of Section 716, in the case of Senior Lien Parity Debt, or Section 717, in the case of Subordinate Lien Parity Debt.

(c) Subordinate Lien Indebtedness shall be secured by and payable from Revenues on a junior and subordinated basis to Senior Lien Indebtedness and shall be paid in the manner set forth in Section 503 and as set forth below:

In the event any Event of Default under this Trust Agreement shall occur and be continuing and (i) written notice of such Event of Default shall have been given to the Issuer and (ii) judicial proceedings shall be commenced in respect of such Event of Default within 180 days in the case of a default in payment of principal or interest on Senior Lien Indebtedness and within 90 days in the case of any other default after the

giving of such notice, then, for so long as such Event of Default shall not have been remedied or cured in the opinion of the Trustee, the Owners or Holders of Senior Lien Indebtedness shall be entitled to receive payment in full from Net Revenues of all principal, premium and interest on all Senior Lien Indebtedness (whether or not then due and payable) before the Owners or Holders of the Subordinate Lien Indebtedness are entitled to receive any payment from Net Revenues on account of principal of or interest on the Subordinate Lien Indebtedness, and to that end the Owners or Holders of Senior Lien Indebtedness shall be entitled to receive for application in payment thereof any payment or distribution of any kind of character, whether in cash or property or securities, which may be payable or deliverable in any such proceedings in respect of the Subordinate Lien Indebtedness after giving effect to any concurrent payment or distribution in respect to such Senior Lien Indebtedness. Notwithstanding the foregoing, the Owners or Holders of Subordinate Lien Indebtedness shall be entitled, subject to the rights of the Owners of any Senior Lien Indebtedness, to exercise any of its rights in and to any other collateral securing such Subordinate Lien Indebtedness other than Net Revenues, and the proceeds derived therefrom shall be distributed in the manner set forth in the Subordinate Lien Resolution and shall not be subject to the provisions of this paragraph.

SECTION 214. ADDITIONAL RESTRICTIONS. A Senior Lien Resolution, Subordinate Lien Resolution or the Lease-Purchase Agreement may establish restrictions and covenants, in addition to those established in this Trust Agreement, including, without limiting the generality of the foregoing, additional restrictions on the incurrence of Indebtedness beyond those set forth in Sections 716 and 717.

ARTICLE III REDEMPTION

SECTION 301. REDEMPTION GENERALLY. The Bonds of any Series issued under this Trust Agreement may be made subject to redemption, at such times and prices, as may be provided by the Supplemental Agreement authorizing the issuance of such Bonds.

SECTION 302. SELECTION OF BONDS OR PORTIONS THEREOF TO BE REDEEMED. The Bond Registrar shall select the Bonds or portions thereof to be redeemed in accordance with the terms and provisions of this Trust Agreement and the Supplemental Agreement relating to such Bonds.

SECTION 303. REDEMPTION NOTICE. The requirements for notice of redemption shall be set forth in the Supplemental Agreement for each Series of Bonds.

SECTION 304. EFFECT OF CALLING FOR REDEMPTION. On or before the date upon which Bonds are to be redeemed, the Issuer shall deposit with the Trustee or Bond Registrar money or Defeasance Obligations, or a combination of both, that will be sufficient to pay on the redemption date the Redemption Price of and interest accruing on the Bonds to be redeemed on such redemption date.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the Redemption Price provided therefor, plus accrued interest to such date, and if moneys sufficient to pay the Redemption Price of the Bonds or portions thereof to be redeemed plus accrued interest thereon to the date of redemption are held by the Trustee or Bond Registrar in trust for the Owners of Bonds to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue; such Bonds or portions thereof shall cease to be entitled to any benefits or security under this Trust Agreement or to be deemed Outstanding; and the Owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the Redemption Price thereof, plus accrued interest to the date of redemption.

Bonds and portions of Bonds for which irrevocable instructions to pay on one or more specified dates or to call for redemption on any one or more dates as determined by the Issuer have been given to the Trustee or Bond Registrar in form satisfactory to it shall not thereafter be deemed to be Outstanding under this Trust Agreement and shall cease to be entitled to the security of or any rights under this Trust Agreement, and the Owners shall have no rights in respect of the same other than to receive payment of the principal or Redemption Price thereof and accrued interest thereon, to be given notice of redemption in the manner provided in Section 303, and to the extent hereinafter provided, to receive Bonds for any unredeemed portions of Bonds if money or Defeasance Obligations (that have maturity dates or redemption dates which, at the option of the

holder of such Defeasance Obligations, shall not be later than the date or dates on which moneys will be required to effect such payment or redemption), or a combination of both, sufficient to pay the principal or Redemption Price of such Bonds or portions thereof, together with accrued interest thereon to the date upon which such Bonds are to be paid or redeemed, are held in separate accounts by the Trustee or Bond Registrar in trust for the Owners of such Bonds.

Any Supplemental Agreement may provide that any notice of redemption, except a notice of redemption in respect of a Sinking Fund Requirement, may state that the redemption to be effected is conditioned upon the receipt by the Trustee or Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys or Defeasance Obligations sufficient to pay the Redemption Price and interest on such Bonds are not received by the Trustee or Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Trustee or Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. The Supplemental Agreement may also provide for the giving of notice of insufficient money prior to the redemption date and such other provisions as the Issuer may determine.

SECTION 305. REDEMPTION OF A PORTION OF BONDS. If less than all of an Outstanding Bond is selected for redemption, the Owner thereof or his attorney or legal representative, or legal representative of his estate if the Owner is deceased, shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption, and the redemption premium, if any, on such principal amount, and the Issuer shall, if necessary, execute and the Bond Registrar shall authenticate and deliver to or upon the order of such Owner or his attorney or legal representative, without charge, for the unredeemed portion of the principal amount of the Bond so surrendered, a new Bond of the same Series and maturity, bearing interest at the same rate and of any denomination or denominations authorized by Supplemental Agreement for such Bond.

SECTION 306. CANCELLATION. Bonds presented and surrendered in accordance with the provisions of this Article shall be canceled upon the surrender thereof.

ARTICLE IV PROJECT FUND

SECTION 401. PROJECT FUND; INITIAL DEPOSITS TO PROJECT FUND. A special fund is hereby established with the Trustee and designated the "Expressway System Project Fund" and within the Project Fund there are hereby established two special accounts designated the "Initial Project Account" and the "Additional Projects Account," respectively. There shall be deposited by the Trustee in the Initial Project Account (i) the proceeds of the Series 2014 Bonds to be used for payment of the Costs of the Initial Project, (ii) all of the Issuer Contribution, (iii) all of the Polk County Contribution, (iv) the proceeds of any Completion Indebtedness related to the Initial Project, in each case upon receipt and (v) any other amounts provided to the Trustee by the Issuer or the Expressway Authority for deposit into the Initial Project Account. Unless otherwise provided in a Supplemental Agreement, the proceeds of any Series of Bonds to be used for providing any Additional Project shall be deposited upon the delivery of such Series of Bonds into a separate subaccount in the Additional Projects Account to be created by the Supplemental Agreement providing for the issuance of the Bonds financing such Additional Project.

The money in the Project Fund shall be held by the Trustee in trust and, pending application to the payment of the refinancing of, the reimbursement for or the Costs of the Initial Project or the Cost of any Additional Project, as the case may be, or transfer as provided herein or in the Supplemental Agreement, shall (other than the proceeds of the Issuer Contribution and the Polk County Contribution), to the extent permitted by law, be subject to a lien and charge in favor of the Owners of Bonds issued with respect to the Initial Project or Additional Project and Outstanding under this Trust Agreement and the applicable Supplemental Agreement and shall be held for the security of such Owners.

SECTION 402. PAYMENTS FROM PROJECT FUND. Payments to accomplish the refinancing of, the reimbursement for or for the Costs of the Initial Project shall be made from the Initial Project Account and payment of the Costs of any Additional Project shall be made from the applicable subaccount within the Additional Projects Account. All payments from the Project Fund shall be subject to the provisions and restrictions set forth in this Article, and the Issuer shall not cause or agree to permit to be paid from the Project Fund any sums except in accordance with such provisions and restrictions.

If the proceeds of the Series 2014 Bonds, the Issuer Contribution, the Polk County Contribution and the SIB Loan, and investment earnings thereon, are not sufficient to provide for completion of the Initial Project, the Issuer shall take appropriate action to issue Completion Indebtedness unless the Issuer identifies another source of funding to complete the Initial Project.

SECTION 403. COST OF INITIAL PROJECT AND ADDITIONAL PROJECTS. For the purpose of this Trust Agreement, the Costs of the Initial Project or any Additional Project, as the case may be, shall include such costs as are eligible costs within the purview of the Act, and, without intending to limit or restrict any proper definition of such Cost, shall include the following:

(a) obligations incurred for labor, materials, services provided by contractors, builders, professionals and materialmen in connection with the design, construction, acquisition, and equipping of the Initial Project or Additional Projects, machinery and equipment, for the restoration of property damaged or destroyed in connection with such construction and acquisition, for the demolition, removal or relocation of any structures and for the clearing of lands;

(b) interest accruing upon any Bonds prior to the commencement of and during construction or for any additional period as may be authorized by law and provided in the Supplemental Agreement authorizing the issuance of such Bonds;

(c) the cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by Eminent Domain, such land, structures and improvements, property, property rights, rights-of-way, franchises, easements and other interests in lands as may be deemed necessary or convenient in connection with such construction or operation of the Expressway System;

(d) expenses of administration properly chargeable to such construction or acquisition, legal, trustee, architectural, engineering environmental, surveying and geotechnical expenses and fees, cost of audits and of preparing and issuing the Bonds, fees and expenses of consultants, financing charges, premiums of insurance in connection with construction, bond insurance premiums, the cost of funding any debt service reserve account requirements, and all other items of expense not elsewhere in this Section specified that are incident to the financing, construction or acquisition of the Initial Project or any Additional Projects and the placing of the same in operation;

(e) reimbursement of any obligation or expense incurred by the Issuer or the Expressway Authority for any of the foregoing purposes prior to the date of delivery of the Bonds, including reimbursement to any Persons for advances made to the Issuer, and also including the cost of materials, supplies or equipment furnished by the Issuer in connection with the construction of the Initial Project or any Additional Project and paid for by the Issuer out of funds other than money in the Project Fund; and

(f) any other fee, cost, expense or payment associated with the Initial Project or Additional Projects, as shall be permitted by applicable law.

SECTION 404. REQUISITIONS FROM PROJECT FUND. Payments from the Project Fund shall be made in accordance with the provisions of this Section.

Upon receipt of a requisition of the Issuer signed by an Authorized Officer, the Trustee shall pay from the appropriate account or subaccount of the Project Fund to the Issuer or the Expressway Authority (as identified in such requisition) at one time or from time to time, a sum or sums aggregating at any point in time not more than \$500,000 (or such greater or lesser amount as shall be specified in the applicable Supplemental Agreement), exclusive of reimbursements as hereinafter authorized in this Section, to be used by the Issuer or the Expressway Authority, on behalf of the Issuer, as a revolving fund for the payment of items of Cost referred to in Section 403 which cannot conveniently be paid as herein otherwise provided in this Section. Such money shall be deemed to be a part of the Project Fund until paid out by the Trustee. The Trustee shall apply money in the Project Fund to reimburse the revolving fund from time to time for items of Cost paid with money in the revolving fund upon receipt of a requisition, in substantially the form set forth in Exhibit A, signed by an Authorized Officer for reimbursement of items of Cost referred to in Section 403, which requisition (1) shall specify the amount and the purpose by general classification of each payment from the revolving fund for which such reimbursement is requested and state that each such item of cost so paid was a necessary item of Cost within Section 403, was not previously requisitioned and was a proper charge against the Project Fund and (2) shall make the certifications required by (f) and (g) below.

Upon request of the Issuer, the Trustee shall pay Costs directly from the Project Fund, but before any payment shall be made there shall be filed with the Trustee a requisition, in substantially the form set forth in Exhibit A, signed by an Authorized Officer, stating:

- (a) the Requisition number;
- (b) the name of the Person to whom such payment is due;
- (c) the amount to be paid;
- (d) the purpose for which the obligation to be paid was incurred;
- (e) that the obligation in the stated amount has been incurred by the Issuer (or by the Expressway Authority on behalf of the Issuer), is presently due and payable and is a proper charge against the Project Fund that has not been paid;
- (f) that no notice of any lien, right to lien or attachment upon, or claim affecting the right of any such Person to receive payment of, the amount stated in such requisition has been filed or attached or, if any of the foregoing has been filed or attached, that the same either has been or will be satisfied or discharged or that

provisions have been made (which shall be specified) to protect adequately the Trustee and the Owners from incurring any loss as a result of the same;

(g) that such requisition contains no item representing payment on account of any retainage to which the Issuer (or by the Expressway Authority on behalf of the Issuer) is entitled at the date of such requisition;

(h) the account or subaccount from which such Cost shall be paid; and

(i) to the extent that such requisition contains any payment of the purchase price or cost of any lands, property, property rights, rights-of-way, easements, franchises or interests in or relating to lands, that such lands, property, property rights, rights-of-way, easements, franchises or interests are being acquired by the Issuer in furtherance of the construction or acquisition of the Initial Project or any Additional Project.

Upon receipt of each requisition, the Trustee shall pay the obligations set forth in such requisition out of money in the applicable account or subaccount in the Project Fund, and each such obligation shall be paid by check or wire transfer. If for any reason the Issuer should decide prior to the payment of any item in a requisition not to pay such item, it shall give written notice of such decision to the Trustee, and thereupon the Trustee shall not make such payment.

SECTION 405. RELIANCE UPON REQUISITIONS. All requisitions, opinions and notices received by the Trustee as conditions of payment from the Project Fund may be relied upon by the Trustee. Such requisitions, opinions and notices shall be retained by the Trustee for so long as the Bonds are Outstanding and shall be subject at all reasonable times to examination by the Issuer, the Owners of Bonds then Outstanding and, so long as the Lease-Purchase Agreement is in effect, the Expressway Authority.

SECTION 406. PROGRESS REPORTS. The Issuer covenants that at least quarterly during the construction of the Initial Project and any Additional Project, it (or the Expressway Authority on its behalf) will cause a General Engineering Consultant to prepare a progress report in connection with such construction with respect to:

(a) the date on which the Initial Project or such Additional Project, as the case may be, is expected to be opened for traffic unless such Project has been opened for traffic prior to the date of such report;

(b) the date on which the construction of the Initial Project or such Additional Project, as the case may be, is expected to be substantially completed; and

(c) the amount of funds required each six month period during the remaining estimated period of construction to pay the Costs of the Initial Project

or Additional Project, as the case may be, exclusive of construction contingencies, and accompanied by a progress schedule for such construction, and further including, as to construction, comparisons between actual times elapsed and the actual costs and the original estimates of such time and costs.

A copy of such report shall be filed with the Trustee, provided to any Owner, Holder, Bond Insurer or Credit Provider who requests a copy thereof.

SECTION 407. COMPLETION OF INITIAL PROJECT OR ANY ADDITIONAL PROJECT AND DISPOSITION OF PROJECT FUND BALANCE.

The Completion Date for the Initial Project or any Additional Project, or any segment thereof, shall be evidenced to the Trustee by a certificate of the General Engineering Consultant (a) setting forth the Cost of the Initial Project or the Additional Project, or such segment, whichever is applicable, and stating that, except for amounts not then due and payable or the liability for the payment of which is being contested or disputed by the Issuer or the Expressway Authority, which amounts shall be set forth in such certificate, all costs and expenses incurred in connection therewith have been paid, and (b) stating that (i) the acquisition, construction and equipping of the Initial Project or the Additional Project, or such segment, whichever is applicable, have been completed substantially in accordance with the plans and specifications therefor and the Cost of the same has been paid and (ii) all other facilities necessary in connection with the Additional Project, or such segment, have been acquired, constructed and installed in accordance with the plans and specifications therefor. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. The Issuer (or the Expressway Authority on behalf of the Issuer) shall supply such certificate within sixty (60) days after the facts justifying such certification exist.

Upon receipt of such certificate, the Trustee shall withdraw all money then remaining in the relevant account or subaccount in the Project Fund in excess of the amount then needed for completion of the remainder of the Initial Project or Additional Project and apply the same, subject to Section 604, for any capital improvement related to the Expressway System which, in the opinion of nationally recognized bond counsel, is permitted by the Act and shall not adversely affect the tax status of interest on the Bonds of the applicable Series. In the event that the Issuer does not deliver an opinion of nationally recognized bond counsel as required by the preceding sentence at the time it delivers such certificate, or if the Issuer otherwise directs the Trustee pursuant to such certificate, the Trustee shall transfer the money in excess of the amount then needed for completion of the Additional Project to the applicable subaccount or account of the Senior Lien Debt Service Fund or the Subordinate Lien Debt Service Fund for such Series of Bonds as directed in writing by an Authorized Officer.

SECTION 408. APPLICATION OF PROCEEDS OF SERIES 2014 BONDS AND COUNTY CONTRIBUTIONS. Proceeds of the Series 2014 Bonds (other than amounts deposited in the Senior Lien Debt Service Fund in accordance with the provisions of the Supplemental Agreement authorizing the issuance of the Series 2014 Bonds), together with the Issuer Contribution and the Polk County Contribution, shall be applied to pay Costs of the Initial Project in accordance with the terms hereof, of the Development Agreement and of the Lease-Purchase Agreement. The Issuer (or the Expressway Authority on behalf of the Issuer) shall submit requisitions and such supporting documentation as shall be required here in order to assure that proceeds of the Series 2014 Bonds, together with the applicable portion of the Issuer Contribution and the Polk County Contribution, and any investment earnings, shall be available to pay such Costs as the same are required to be funded.

ARTICLE V REVENUES AND FUNDS

SECTION 501. ESTABLISHMENT OF FUNDS. In addition to the Project Fund, there are hereby established with the Trustee the following funds:

- (a) Expressway System Revenue Fund;
- (b) Expressway System Senior Lien Debt Service Fund, in which there are established six special accounts to be known as the Capitalized Interest Account, the Interest Account, the Principal Account, the Sinking Fund Account, the Redemption Account and the Senior Lien Parity Reserve Account;
- (c) Expressway System Subordinate Lien Debt Service Fund, in which there are established six special accounts to be known as the Capitalized Interest Account, the Interest Account, the Principal Account, the Sinking Fund Account, the Redemption Account and the Subordinate Lien Parity Reserve Account;
- (d) Expressway System Renewal and Replacement Fund;
- (e) Expressway System Operations and Maintenance Expense Fund;
- (f) Expressway System Operating Reserve Fund;
- (g) Expressway System General Reserve Fund; and
- (h) Expressway System Insurance and Condemnation Award Fund.

A Senior Lien Resolution may provide for the creation of a Senior Lien Special Reserve Account for the Senior Lien Indebtedness authorized by such Senior Lien Resolution and for the deposit of moneys to and withdrawal of moneys from such Account. A Senior Lien Special Reserve Account created for any Series of Bonds shall be held and maintained by the Trustee; provided, however, that if a Series of Bonds is placed with the purchaser thereof and not publicly offered, then such purchaser or a Depositary may hold the Senior Lien Special Reserve Account created for such Senior Lien Indebtedness as provided for in the Senior Lien Resolution authorizing such Senior Lien Indebtedness.

A Subordinate Lien Resolution may provide for the creation of a Subordinate Lien Special Reserve Account for the Subordinate Lien Indebtedness authorized by such Subordinate Lien Resolution and for the deposit of moneys to and withdrawal of moneys from such Account. A Subordinate Lien Special Reserve Account created for any Series of Bonds shall be held and maintained by the Trustee; provided, however, that if a Series of Bonds is placed with the purchaser thereof and not publicly offered, then such purchaser or a Depositary may hold the Subordinate Lien Special Reserve Account

created for such Subordinate Lien Indebtedness as provided for in the Subordinate Lien Resolution authorizing such Subordinate Lien Indebtedness.

A Senior Lien Resolution may also provide for the creation of such other funds and accounts, as the Issuer may determine, for the Senior Lien Indebtedness authorized by such Senior Lien Resolution. A Subordinate Lien Resolution may also provide for the creation of such other funds and accounts, as the Issuer may determine, for the Subordinate Lien Indebtedness authorized by such Subordinate Lien Resolution.

The money in all of the funds, accounts and subaccounts established with and held by the Trustee pursuant to this Article shall be held in trust and applied as hereinafter provided and, pending such application, the money in such funds, accounts and subaccounts therein shall be subject to a pledge, charge and lien in favor of the Owners and Holders of the respective Series of Bonds and Parity Debt issued and Outstanding and for the further security of such Owners and Holders, except as otherwise provided herein or in any Supplemental Agreement.

Each Supplemental Agreement shall provide, to the extent applicable, for the creation of a separate subaccount within the Capitalized Interest Account, the Interest Account, the Principal Account, the Redemption Account and the Sinking Fund Account of the Senior Lien Debt Service Fund or the Subordinate Lien Debt Service Fund, as the case may be, with respect to each Series of Bonds, which subaccounts shall bear the designation of such Series of Bonds. A Supplemental Agreement for Senior Lien Bonds may provide that such Senior Lien Bonds authorized thereby may be additionally secured by the Senior Lien Parity Reserve Account or a Senior Lien Special Reserve Account or it may provide that there shall not be any debt service reserve fund in respect of such Series of Bonds. If a Series of Senior Lien Bonds is secured by a Senior Lien Special Reserve Account or is not secured by any debt service reserve fund, such Series of Senior Lien Bonds shall have no claim on the Senior Lien Parity Reserve Account or any other Senior Lien Special Reserve Account. A Supplemental Agreement for Subordinate Lien Bonds may provide that such Subordinate Lien Bonds authorized thereby may be additionally secured by the Subordinate Lien Parity Reserve Account or a Subordinate Lien Special Reserve Account or it may provide that there shall not be any debt service reserve fund in respect of such Series of Bonds. If a Series of Subordinate Lien Bonds is secured by a Subordinate Lien Special Reserve Account or is not secured by any debt service reserve fund, such Series of Subordinate Lien Bonds shall have no claim on the Subordinate Lien Parity Reserve Account or any other Subordinate Lien Special Reserve Account.

Each Parity Debt Resolution for Senior Lien Parity Debt may provide for the creation of such funds and accounts as it may determine, including, without limiting the generality of the foregoing, an account for the payment of interest as mentioned in Section 504(a), an account or accounts for the payment of principal, whether at maturity or pursuant to an amortization requirement, as mentioned in Section 504(b). A Parity

Debt Resolution for Senior Lien Parity Debt may provide that the Senior Lien Parity Debt authorized thereby may be additionally secured by the Senior Lien Parity Reserve Account or a Senior Lien Special Reserve Account or it may provide that there shall not be any debt service reserve account in respect of such Senior Lien Parity Debt. If Senior Lien Parity Debt is secured by a Senior Lien Special Reserve Account or is not secured by any debt service reserve account, such Senior Lien Parity Debt shall have no claim on the Senior Lien Parity Reserve Account.

Each Parity Debt Resolution for Subordinate Lien Parity Debt may provide for the creation of such funds and accounts as it may determine, including, without limiting the generality of the foregoing, an account for the payment of interest as mentioned in Section 504(d), an account or accounts for the payment of principal, whether at maturity or pursuant to an amortization requirement, as mentioned in Section 504(e). A Parity Debt Resolution for Subordinate Lien Parity Debt may provide that the Subordinate Lien Parity Debt authorized thereby may be additionally secured by the Subordinate Lien Parity Reserve Account or a Subordinate Lien Special Reserve Account or it may provide that there shall not be any debt service reserve account in respect of such Subordinate Lien Parity Debt. If Subordinate Lien Parity Debt is secured by a Subordinate Lien Special Reserve Account or is not secured by any debt service reserve account, such Subordinate Lien Parity Debt shall have no claim on the Subordinate Lien Parity Reserve Account.

The Issuer shall provide to the Trustee a certified or otherwise authentic copy of each Parity Debt Resolution and each Derivative Agreement adopted or entered into by the Issuer and shall otherwise provide the Trustee with such information and documents as the Trustee shall request to assure that the Trustee is advised of the payments to be made pursuant to such Parity Debt Resolutions and Derivative Agreements as provided in Section 503.

SECTION 502. FUNDS RECEIVED BY THE ISSUER. Except as otherwise expressly provided for herein, the Issuer (or the Expressway Authority on behalf of the Issuer so long as the Lease-Purchase Agreement is in effect) shall deposit all Revenues when received in the Revenue Fund.

All Derivative Agreement Regularly Scheduled Payments received by the Issuer shall be deposited in the Revenue Fund upon receipt. Any Derivative Agreement Additional Payments received by the Issuer from any counterparty under a Derivative Agreement shall be deposited in the General Reserve Fund upon receipt. The Issuer shall provide the Trustee with written schedules of all Derivative Agreement Regularly Scheduled Payments prior to any such deposits in the Reserve Fund.

SECTION 503. APPLICATION OF MONEY IN REVENUE FUND. On the last Business Day of each month, commencing with the month in which the Trustee

first receives Revenues, the Trustee shall withdraw all Revenues and other amounts held in the Revenue Fund and apply the same in the following manner and order:

(a) to the credit of the Operations and Maintenance Expense Fund an amount equal to the next succeeding month's budgeted Operating Expenses as set forth in the Annual Budget; provided, if there are insufficient Revenues to make such deposit, such deposit shall be made from the Operating Reserve Fund;

(b) taking into account any amounts in the Senior Lien Capitalized Interest Account and any amounts in the Senior Lien Interest Account available for such purpose, (1) for deposit in the appropriate subaccounts of the Interest Account of the Senior Lien Debt Service Fund an amount equal to the amount of interest payable on each Series of Senior Lien Bonds on the next Interest Payment Date for each such Series of Senior Lien Bonds (if such Interest Payment Date is within seven months of such deposit) divided by the number of deposits to be made to such subaccounts with respect to interest on such Senior Lien Bonds on or prior to the next Interest Payment Date for each such Series of Senior Lien Bonds; (2) to the Persons entitled thereto an amount equal to the amount of interest payable on each issue of Senior Lien Parity Debt on the next Interest Payment Date for each such issue of Senior Lien Parity Debt (if such Interest Payment Date is within seven months of such payment) divided by the number of such payments to be made to such Persons with respect to interest on such Senior Lien Parity Debt on or prior to the next Interest Payment Date for each such issue of Senior Lien Parity Debt; and (3) to the Persons entitled thereto the amount of any Senior Lien Derivative Agreement Regularly Scheduled Payments required by a Derivative Agreement to be paid by the Issuer on or prior to the last Business Day of the next succeeding month; provided, however, that if there shall not be sufficient Revenues to satisfy all such deposits and payments, such deposits and payments shall be made to the Trustee and to each appropriate Person designated in such Senior Lien Parity Debt Resolutions or Derivative Agreements ratably according to the amount so required to be deposited or paid;

(c) (1) for deposit in the appropriate subaccounts of the Principal Account and the Sinking Fund Account of the Senior Lien Debt Service Fund an amount equal to the amount of Principal payable on each Series of Senior Lien Bonds on the next Principal Payment Date for each such Series of Senior Lien Bonds (if such Principal Payment Date is within thirteen months of such deposit) divided by the number of deposits to be made to such subaccounts with respect to Principal on such Senior Lien Bonds on or prior to the next Principal Payment Date for each such Series of Senior Lien Bonds; and (2) to the Persons entitled thereto an amount equal to the amount of Principal payable on each issue of Senior Lien Parity Debt on the next Principal Payment Date for each such issue of Senior Lien Parity Debt (if such Principal Payment Date is within thirteen months of such

payment) divided by the number of such payments to be made to such Persons with respect to Principal on such Senior Lien Parity Debt on or prior to the next Principal Payment Date for each such issue of Senior Lien Parity Debt; provided, however, that if there shall not be sufficient Revenues to satisfy all such deposits and payments, such deposits and payments shall be made to the Trustee and to each appropriate Person designated in such Senior Lien Parity Debt Resolutions ratably according to the amount so required to be deposited or paid;

(d) if the amount in the Senior Lien Parity Reserve Account is less than the Senior Lien Parity Reserve Account Requirement or the amount in any Senior Lien Special Reserve Account is less than the applicable Senior Lien Special Reserve Account Requirement, (1) one-twelfth ($1/12$) of the amount required to make up any deficiency in the Senior Lien Parity Reserve Account as provided in Section 507 for deposit in the Senior Lien Parity Reserve Account and (2) to the Trustee or other Person holding a Senior Lien Special Reserve Account, one-twelfth ($1/12$) of the amount required to make up any deficiencies in any Senior Lien Special Reserve Account as provided in the Supplemental Agreement or Parity Debt Resolution creating any Senior Lien Special Reserve Accounts for deposit in such Senior Lien Special Reserve Accounts; provided, however, that if there shall not be sufficient Revenues to satisfy all such deposits and payments, such deposits and payments shall be made for deposit to the Senior Lien Parity Reserve Account and each Senior Lien Special Reserve Account ratably according to the amount so required to be deposited or paid;

(e) taking into account any amounts on deposit in the Subordinate Lien Capitalized Interest Account and any amounts in the Subordinate Lien Interest Account available for such purpose, (1) for deposit in the appropriate subaccounts of the Interest Account of the Subordinate Lien Debt Service Fund an amount equal to the amount of interest payable on each Series of Subordinate Lien Bonds on the next Interest Payment Date for each such Series of Subordinate Lien Bonds (if such Interest Payment Date is within seven months of such deposit) divided by the number of deposits to be made to such subaccounts with respect to interest on such Subordinate Lien Bonds on or prior to the next Interest Payment Date for each such Series of Subordinate Lien Bonds; (2) to the Persons entitled thereto (which, in the case of the SIB Loan, is the Issuer) an amount equal to the amount of interest payable on each issue of Subordinate Lien Parity Debt on the next Interest Payment Date for each such issue of Subordinate Lien Parity Debt (if such Interest Payment Date is within seven months of such payment) divided by the number of such payments to be made to such Persons with respect to interest on such Subordinate Lien Parity Debt on or prior to the next Interest Payment Date for each such issue of Subordinate Lien Parity Debt; and (3) to the Persons entitled thereto the amount of any Subordinate Lien Derivative Agreement Regularly Scheduled Payments required by a Derivative Agreement to be paid by the Issuer

on or prior to the last Business Day of the next succeeding month; provided, however, that if there shall not be sufficient Revenues to satisfy all such deposits and payments, such deposits and payments shall be made to the Trustee and to each appropriate Person designated in such Subordinate Lien Parity Debt Resolutions or Derivative Agreements ratably according to the amount so required to be deposited or paid;

(f) (1) for deposit in the appropriate subaccounts of the Principal Account and the Sinking Fund Account of the Subordinate Lien Debt Service Fund an amount equal to the amount of Principal payable on each Series of Subordinate Lien Bonds on the next Principal Payment Date for each such Series of Subordinate Lien Bonds (if such Principal Payment Date is within thirteen months of such deposit) divided by the number of deposits to be made to such subaccounts with respect to Principal on such Subordinate Lien Bonds on or prior to the next Principal Payment Date for each such Series of Subordinate Lien Bonds; and (2) to the Persons entitled thereto (which, in the case of the SIB Loan, is the Issuer) an amount equal to the amount of Principal payable on each issue of Subordinate Lien Parity Debt on the next Principal Payment Date for each such issue of Subordinate Lien Parity Debt (if such Principal Payment Date is within thirteen months of such payment) divided by the number of such payments to be made to such Persons with respect to Principal on such Subordinate Lien Parity Debt on or prior to the next Principal Payment Date for each such issue of Subordinate Lien Parity Debt; provided, however, that if there shall not be sufficient Revenues to satisfy all such deposits and payments, such deposits and payments shall be made to the Trustee and to each appropriate Person designated in such Subordinate Lien Parity Debt Resolutions ratably according to the amount so required to be deposited or paid;

(g) on a pro-rata basis (1) if the amount in the Subordinate Lien Parity Reserve Account is less than the Subordinate Lien Parity Reserve Account Requirement or the amount in any Subordinate Lien Special Reserve Account is less than the applicable Subordinate Lien Special Reserve Account Requirement, (A) one-twelfth (1/12) of the amount required to make up any deficiency in the Subordinate Lien Parity Reserve Account as provided in the Supplemental Agreement or Parity Debt Resolution providing for the initial funding of the Subordinate Lien Parity Reserve Account for deposit in the Subordinate Lien Parity Reserve Account and (B) to the Trustee or other Person holding a Subordinate Lien Special Reserve Account, one-twelfth (1/12) of the amount required to make up any deficiencies in any Subordinate Lien Special Reserve Account as provided in the Supplemental Agreement or Parity Debt Resolution creating any Senior Lien Special Reserve Account for deposit in such Subordinate Lien Special Reserve Accounts; provided, however, that if there shall not be sufficient Revenues to satisfy all such deposits and payments, such deposits and

payments shall be made for deposit to the Subordinate Lien Parity Reserve Account and each Subordinate Lien Special Reserve Account ratably according to the amount so required to be deposited or paid and (2) one-twelfth (1/12) of any amounts previously paid by the Issuer to pay debt service on the SIB Loan from other than Revenues;

(h) to the credit of the Operating Reserve Fund an amount equal to the next succeeding month's Operating Expenses as set forth in the Annual Budget until the amount on deposit therein is equal to one-third (1/3) of the total budgeted Operating Expenses of the Expressway System for the current Fiscal Year as set forth in the Annual Budget;

(i) to the credit of the Renewal and Replacement Fund one-twelfth (1/12) of the Renewal and Replacement Fund Requirement until the amount on deposit therein is equal to the Renewal and Replacement Fund Requirement; and

(j) after all deposits are made in accordance with subsections (a) through (i) above for a particular Fiscal Year, any remaining moneys shall be deposited in the General Reserve Fund.

The Issuer shall provide to the Trustee such certifications, documentation, agreements and other information as may be necessary for the Trustee to determine the amounts required to be deposited or paid as provided above in this Section.

With respect to any deposits or credits due pursuant to Parity Debt and subsections (h) through (j) above, the Issuer (or the Expressway Authority on behalf of the Issuer) shall provide the Trustee with specific written direction as to the amounts to be paid or credited to such accounts and the Trustee shall be permitted to conclusively rely on such direction by the Issuer.

There shall be credited against the amounts required to be deposited or paid as provided in subsection (b) and (e) above any amounts transferred or to be transferred from the Capitalized Interest Account of the Senior Lien Debt Service Fund or the Subordinate Lien Debt Service Fund or otherwise set aside for payment of interest on Bonds or Parity Debt, all as may be provided in a Supplemental Agreement or a Parity Debt Resolution.

On or before the 45th day next preceding any date on which Serial Bonds are to mature or Term Bonds are to be redeemed pursuant to Sinking Fund Requirements therefor or are to mature, the Issuer may satisfy all or a portion of its obligation to make the payments required by subsections (b)(1) and (c)(1) or by subsections (f)(1) and (g)(1) of this Section by delivering to the Trustee Serial Bonds maturing or Term Bonds maturing or required to be redeemed on such date. The price paid to purchase any such Bond, including accrued interest to the date of purchase, shall not exceed the principal or

Redemption Price plus accrued interest to the date of purchase. Upon such delivery, the Issuer shall receive a credit against amounts required to be deposited into the Interest Account, the Principal Account or Sinking Fund Account, as the case may be, on account of such Bonds with respect to all interest payments for the remainder of the Fiscal Year and in the amount of 100% of the principal amount of any such Serial Bonds or Term Bonds so delivered.

On or before the 45th day next preceding any date on which Parity Debt is to mature or is to be redeemed pursuant to an amortization requirement, the Issuer may satisfy all or a portion of its obligation to make the payments required by subsections (b)(2) and (c)(2) or by subsections (f)(2) and (g)(2) of this Section by delivering to the Trustee Parity Debt maturing or required to be so redeemed on such date. The price paid to purchase any such Parity Debt, including accrued interest to the date of purchase, shall not exceed the principal or Redemption Price plus accrued interest to date of purchase. Upon such delivery, the Issuer shall receive a credit against amounts required to be deposited or paid with respect to interest or principal on account of such Parity Debt with respect to all interest payments for the remainder of the Fiscal Year and in the amount of 100% of the principal amount of any such Parity Debt so delivered.

SECTION 504. APPLICATION OF MONEY IN INTEREST ACCOUNTS AND CAPITALIZED INTEREST ACCOUNTS. Not later than 10:00 A.M. on each Interest Payment Date, date for the payment of Defaulted Interest or date upon which Bonds are to be redeemed, or on such other date as may be specified in the applicable Supplemental Agreement, the Trustee shall withdraw from the applicable subaccount in the respective Interest Accounts and wire transfer to the Bond Registrar, in federal reserve or other immediately available funds, the amounts required for paying interest on the respective Bonds on such Interest Payment Date. The Bond Registrar shall remit or otherwise set aside the amount due and payable to the Owners as provided in the Supplemental Agreements.

Unless otherwise provided by a Supplemental Agreement, on the date of issuance of any Series of Bonds, an Authorized Officer shall deliver to the Trustee a schedule of transfers to be made from the applicable subaccount in the respective Capitalized Interest Accounts to the applicable subaccount of the respective Interest Accounts. The Trustee shall make such transfers as required by the schedule of an Authorized Officer.

If the Issuer fails to deposit with the Trustee the amounts required to be deposited in the applicable subaccount of the respective Interest Accounts as provided in Section 503, or if the balance in the applicable subaccount of the respective Interest Accounts on the Business Day next preceding an Interest Payment Date is insufficient to pay interest coming due on the Bonds on such Interest Payment Date, the Trustee shall notify the Issuer of the amount of the deficiency and request the Issuer to immediately cure such deficiency (it being acknowledged that the Issuer is only required to provide funds from available Net Revenues). Upon failure of the Issuer to cure such deficiency and in any

event not later than such Interest Payment Date, the Trustee shall transfer an amount sufficient to cure the same, drawing only upon funds (a) in the case of Senior Lien Bonds secured by the Senior Lien Parity Reserve Account, from the Senior Lien Parity Reserve Account, (b) in the case of Senior Lien Bonds secured by a Senior Lien Special Reserve Account, from such Senior Lien Special Reserve Account, if any, securing such Series of Senior Lien Bonds, (c) in the case of Subordinate Lien Bonds secured by the Subordinate Lien Parity Reserve Account, from the Subordinate Lien Parity Reserve Account, and (d) in the case of Subordinate Lien Bonds secured by a Subordinate Lien Special Reserve Account, from such Subordinate Lien Special Reserve Account, if any, securing such Series of Subordinate Lien Bonds.

SECTION 505. APPLICATION OF MONEY IN PRINCIPAL ACCOUNT. Not later than 10:00 A.M. on each Principal Payment Date, the Trustee shall withdraw from the applicable subaccount in the respective Principal Accounts and wire transfer to the Bond Registrar, in federal reserve or other immediately available funds, the amount necessary to pay the principal of the respective Bonds at their respective maturities. The Bond Registrar shall remit or otherwise set aside the amount due and payable to the Owners as provided in the Supplemental Agreements.

If on any date there is money in the Principal Account of the Senior Lien Debt Service Fund and no Serial Bonds are then Outstanding or if on any Principal Payment Date money remains therein after the payment of the principal of Serial Bonds then due, the Trustee shall withdraw such money therefrom and shall apply the same in the following order: (a) deposit into the Sinking Fund Account of the Senior Lien Debt Service Fund the amount then required to be paid thereto by the Issuer pursuant to Section 503, (b) deposit, if and to the extent determined by the Issuer, into the Senior Lien Parity Reserve Account or any Senior Lien Special Reserve Account such amounts as may be determined by the Issuer in order to make the amounts on deposit therein equal to the Senior Lien Parity Reserve Account Requirement or the Senior Lien Special Reserve Account Requirement, as the case may be, and (c) otherwise make the deposits required by Section 503.

If on any date there is money in the Principal Account of the Subordinate Lien Debt Service Fund and no Serial Bonds are then Outstanding or if on any Principal Payment Date money remains therein after the payment of the principal of Serial Bonds then due, the Trustee shall withdraw such money therefrom and shall apply the same in the following order: (a) deposit into the Sinking Fund Account of the Subordinate Lien Debt Service Fund the amount then required to be paid thereto by the Issuer pursuant to Section 503, (b) deposit, if and to the extent determined by the Issuer, into the Subordinate Lien Parity Reserve Account or any Subordinate Lien Special Reserve Account such amounts as may be determined by the Issuer in order to make the amounts on deposit therein equal to the Subordinate Lien Parity Reserve Account Requirement or

the Subordinate Lien Special Reserve Account Requirement, as the case may be, and (c) otherwise make the deposits required by Section 503.

If the Issuer fails to deposit with the Trustee the amounts required to be deposited in the applicable subaccounts of the respective Principal Accounts as provided in Section 503, or if the balance in the applicable subaccount of the respective Principal Accounts on the Business Day next preceding a Principal Payment Date is insufficient to pay the Principal coming due on the Bonds on such Principal Payment Date, the Trustee shall notify the Issuer of the amount of the deficiency and request the Issuer to immediately cure such deficiency (it being acknowledged that the Issuer is only required to provide funds from available Net Revenues). Upon failure of the Issuer to cure such deficiency and in any event not later than such Principal Payment Date, the Trustee shall transfer an amount sufficient to cure the same, drawing only upon funds (a) in the case of Senior Lien Bonds secured by the Senior Lien Parity Reserve Account, from the Senior Lien Parity Reserve Account, (b) in the case of Senior Lien Bonds secured by a Senior Lien Special Reserve Account, from such Senior Lien Special Reserve Account, if any, securing such Series of Senior Lien Bonds, (c) in the case of Subordinate Lien Bonds secured by the Subordinate Lien Parity Reserve Account, from the Subordinate Lien Parity Reserve Account, and (d) in the case of Subordinate Lien Bonds secured by a Subordinate Lien Special Reserve Account, from such Subordinate Lien Special Reserve Account, if any, securing such Series of Subordinate Lien Bonds.

SECTION 506. APPLICATION OF MONEY IN SINKING FUND ACCOUNT. Money held for the credit of the subaccounts in the Sinking Fund Account shall be applied to the retirement, purchase, redemption or payment of Term Bonds in the manner provided in the applicable Supplemental Agreement.

If the Issuer fails to deposit with the Trustee the amounts required to be deposited in the applicable subaccounts of the respective Sinking Fund Accounts as provided in Section 503, or if the balance in the applicable subaccount of the respective Sinking Fund Accounts on the Business Day next preceding a Principal Payment Date is insufficient to pay the Principal coming due on the Bonds on such Principal Payment Date, the Trustee shall notify the Issuer of the amount of the deficiency and request the Issuer to immediately cure such deficiency (it being acknowledged that the Issuer is only required to provide funds from available Net Revenues). Upon failure of the Issuer to cure such deficiency and in any event not later than such Principal Payment Date, the Trustee shall transfer an amount sufficient to cure the same, drawing only upon funds (a) in the case of Senior Lien Bonds secured by the Senior Lien Parity Reserve Account, from the Senior Lien Parity Reserve Account, (b) in the case of Senior Lien Bonds secured by a Senior Lien Special Reserve Account, from such Senior Lien Special Reserve Account, if any, securing such Series of Senior Lien Bonds, (c) in the case of Subordinate Lien Bonds secured by the Subordinate Lien Parity Reserve Account, from the Subordinate Lien Parity Reserve Account, and (d) in the case of Subordinate Lien Bonds secured by a

Subordinate Lien Special Reserve Account, from such Subordinate Lien Special Reserve Account, if any, securing such Series of Subordinate Lien Bonds.

SECTION 507. DEPOSIT AND APPLICATION OF MONEY IN SENIOR LIEN PARITY RESERVE ACCOUNT, ANY SENIOR LIEN SPECIAL RESERVE ACCOUNT, SUBORDINATE LIEN PARITY RESERVE ACCOUNT AND ANY SUBORDINATE LIEN SPECIAL RESERVE ACCOUNT; DETERMINATION OF DEFICIENCIES. (a) If a Senior Lien Resolution provides that the Senior Lien Indebtedness incurred thereunder is to be secured by the Senior Lien Parity Reserve Account, the Issuer must fund, from the proceeds of such Senior Lien Indebtedness or from any other available sources, concurrently with the delivery of and payment for such Senior Lien Indebtedness, the Senior Lien Parity Reserve Account in an amount equal to the Senior Lien Parity Reserve Account Requirement. If a Senior Lien Resolution provides that the Senior Lien Indebtedness incurred thereunder is to be secured by a Senior Lien Special Reserve Account, the Issuer must fund, from the proceeds of such Senior Lien Indebtedness or from any other available sources, at the time or times and in the manner specified in the applicable Senior Lien Resolution, such Senior Lien Special Reserve Account in an amount equal to the Senior Lien Special Reserve Account Requirement for such Senior Lien Indebtedness.

If a Subordinate Lien Resolution provides that the Subordinate Lien Indebtedness incurred thereunder is to be secured by the Subordinate Lien Parity Reserve Account, the Issuer must fund, from the proceeds of such Subordinate Lien Indebtedness or from any other available sources, concurrently with the delivery of and payment for such Subordinate Lien Indebtedness, the Subordinate Lien Parity Reserve Account in an amount equal to the Subordinate Lien Parity Reserve Account Requirement. If a Subordinate Lien Resolution provides that the Subordinate Lien Indebtedness incurred thereunder is to be secured by a Subordinate Lien Special Reserve Account, the Issuer must fund, from the proceeds of such Subordinate Lien Indebtedness or from any other available sources, at the time or times and in the manner specified in the applicable Subordinate Lien Resolution, such Subordinate Lien Special Reserve Account in an amount equal to the Subordinate Lien Special Reserve Account Requirement for such Subordinate Lien Indebtedness.

(b) The Trustee shall use amounts in the Senior Lien Parity Reserve Account to make transfers, or use moneys provided under a Reserve Alternative Instrument to make deposits, in the order specified in Section 503, in respect of all Senior Lien Indebtedness secured by the Senior Lien Parity Reserve Account, to the appropriate subaccounts of the Interest Account, the Principal Account and the Sinking Fund Account of the Senior Lien Debt Service Fund to remedy any deficiency therein as of any Interest Payment Date or Principal Payment Date (or any earlier date as set forth in a Senior Lien Resolution), or to pay the interest on or the principal of or amortization requirements in respect of any Senior Lien Parity Debt secured by the Senior Lien Parity Reserve Account when due,

whenever and to the extent the money on deposit for such purposes is insufficient. The Trustee shall use amounts in the Subordinate Lien Parity Reserve Account to make transfers, or use moneys provided under a Reserve Alternative Instrument to make deposits, in the order specified in Section 503, in respect of all Subordinate Lien Indebtedness secured by the Subordinate Lien Parity Reserve Account, to the appropriate subaccounts of the Interest Account, the Principal Account and the Sinking Fund Account of the Subordinate Lien Debt Service Fund to remedy any deficiency therein as of any Interest Payment Date or Principal Payment Date (or any earlier date as set forth in a Subordinate Lien Resolution), or to pay the interest on or the principal of or amortization requirements in respect of any Subordinate Lien Parity Debt secured by the Subordinate Lien Parity Reserve Account when due, whenever and to the extent the money on deposit for such purposes is insufficient. Moneys or Investment Obligations on deposit in the Senior Lien Parity Reserve Account, the Subordinate Lien Parity Reserve Account, any Senior Lien Special Reserve Account or any Subordinate Lien Special Reserve Account shall be used to satisfy deficiencies prior to any draw on a Reserve Alternative Instrument.

(c) The Trustee shall use amounts in any Senior Lien Special Reserve Account held by it to make transfers or use moneys provided under a Reserve Alternative Instrument to make deposits, in the order specified in Section 503, in respect of the particular Senior Lien Indebtedness secured by such Senior Lien Special Reserve Account, to the appropriate subaccounts of the Interest Account, the Principal Account and the Sinking Fund Account of the Senior Lien Debt Service Fund to remedy any deficiency therein as of any Interest Payment Date or Principal Payment Date (or any earlier date as set forth in a Senior Lien Resolution) or to pay the interest on or the principal of or amortization requirement in respect thereof on Senior Lien Parity Debt secured by such Senior Lien Special Reserve Account when due, whenever and to the extent the money on deposit for such purposes is insufficient. The Trustee shall use amounts in any Subordinate Lien Special Reserve Account held by it to make transfers or use moneys provided under a Reserve Alternative Instrument to make deposits, in the order specified in Section 503, in respect of the particular Subordinate Lien Indebtedness secured by such Subordinate Lien Special Reserve Account, to the appropriate subaccounts of the Interest Account, the Principal Account and the Sinking Fund Account of the Subordinate Lien Debt Service Fund to remedy any deficiency therein as of any Interest Payment Date or Principal Payment Date (or any earlier date as set forth in a Subordinate Lien Resolution) or to pay the interest on or the principal of or amortization requirement in respect thereof on Subordinate Lien Parity Debt secured by such Subordinate Lien Special Reserve Account when due, whenever and to the extent the money on deposit for such purposes is insufficient.

(d) Any deficiency in the Senior Lien Parity Reserve Account, the Subordinate Lien Parity Reserve Account, any Senior Lien Special Reserve Account and any Subordinate Lien Special Reserve Account resulting from the withdrawal of moneys

therein shall be made up over the twelve-month period immediately following the month in which such withdrawal is made by monthly deposits of one-twelfth (1/12) of the amount of such deficiency, such deposits to be made pursuant to Section 503(d) or Section 503(g), as applicable. Any deficiency resulting from a draw on a Reserve Alternative Instrument shall be made up as provided in such Reserve Alternative Instrument or documentation relating thereto, but any such deficiency must be made up by not later than the final date when such deficiency would have been required to be made up if there had been a withdrawal of moneys from the Senior Lien Parity Reserve Account, the Subordinate Lien Parity Reserve Account, any Senior Lien Special Reserve Account or any Subordinate Lien Special Reserve Account rather than a draw on a Reserve Alternative Instrument. Deficiencies may be satisfied through the deposit of additional moneys or the providing of an additional, or increase in a, Reserve Alternative Instrument.

(e) Unless a Reserve Alternative Instrument shall be in effect, if on any date of valuation pursuant to Section 603, the amount on deposit in the Senior Lien Parity Reserve Account is less than 90% of the Senior Lien Parity Reserve Account Requirement, the Issuer shall deposit into the Senior Lien Parity Reserve Account monthly one-twelfth (1/12) of the amount required as of such date to bring the amount then on deposit in the Senior Lien Parity Reserve Account up to the Senior Lien Parity Reserve Account Requirement. Any such deficiency may be satisfied through the deposit of additional moneys or the providing of an additional, or increase in a, Reserve Alternative Instrument. Any deficiency in the Subordinate Lien Parity Reserve Account or any Senior Lien Special Reserve Account or Subordinate Lien Special Reserve Account resulting from a valuation of the Investment Obligations therein pursuant to Section 603 shall be made up as provided in the relevant Senior Lien Resolution or Subordinate Lien Resolution.

SECTION 508. APPLICATION OF MONEY IN THE REDEMPTION ACCOUNT. The Trustee shall apply money in the respective Redemption Accounts of the Senior Lien Debt Service Fund and the Subordinate Lien Debt Service Fund, as the case may be, for the purchase or redemption of Senior Lien Bonds or Subordinate Lien Bonds, as applicable, as follows:

(a) Subject to the provisions of subsection (c) of this Section, and if instructed to do so in writing by an Authorized Officer, the Trustee shall endeavor to purchase and cancel Bonds or portions thereof, whether or not such Bonds or portions thereof are then subject to redemption, at the written direction of an Authorized Officer, provided that the purchase price of each Bond, plus accrued interest to the date of purchase, shall not exceed the Redemption Price that would be payable on the next redemption date to the Owners of such Bonds under the provisions of the applicable Supplemental Agreement plus accrued interest to the redemption date if such Bond or such portion thereof were called for redemption on such redemption date from the money in the applicable

subaccount of the Redemption Account. The Trustee shall pay the interest accrued on such Bonds or portions thereof to the date of settlement from the applicable subaccount of the respective Interest Account and the purchase price from the applicable subaccount of the respective Redemption Account, but no such purchase shall be made by the Trustee from money in the applicable subaccount of the respective Redemption Account within the period of forty- five (45) days immediately preceding any date on which such Bonds or portions thereof are to be redeemed except from moneys other than the moneys set aside in the applicable subaccount of the respective Redemption Account for the redemption of Bonds.

(b) Subject to the provisions of subsection (c) of this Section, the Trustee shall call for redemption on a date permitted by the applicable Supplemental Agreement such amount of Bonds or portions thereof as, with the redemption premium, if any, will exhaust the moneys then held in the applicable subaccount of the respective Redemption Account as nearly as may be; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds shall be called for redemption at any one time. The Trustee shall pay the accrued interest on the Bonds or portions thereof to be redeemed to the date of redemption from the applicable subaccount of the respective Interest Account or any other available funds of the Issuer and the Redemption Price of such Bonds or portions thereof from the applicable subaccount of the respective Redemption Account. On or before the redemption date, the Trustee shall withdraw from the applicable subaccounts of the respective Redemption Account and the Interest Account, as applicable, and transfer to the Bond Registrar the respective amounts required to pay the Redemption Price and accrued interest to the redemption date of the Bonds or portions thereof so called for redemption.

(c) Money in the respective Redemption Accounts may be applied by the Trustee in each Fiscal Year to the purchase or the redemption of Bonds of any one or more Series then Outstanding in accordance with the latest Officer's Certificate filed with the Trustee (i) designating one or more Series of Bonds to be purchased or redeemed, (ii) if more than one Series of Bonds is so designated, setting forth the aggregate principal amount of Bonds of each Series to be purchased or redeemed, and (iii) unless the Supplemental Agreement relating to the Bonds to be redeemed specifies the order of redemption, designating the Bonds to be redeemed within each Series, and if such Bonds are Term Bonds, the years in which future Sinking Fund Requirements are to be reduced as a result of such redemption and the amount of such reduction in each such year. In the event no such certificate is filed and unless the Supplemental Agreement relating to the Bonds to be redeemed specifies otherwise, (A) the Trustee shall apply such money to the purchase of one or more Series of Bonds bearing the highest rate of interest, (B) if Bonds of more than one maturity bear the same interest rate, the Trustee will redeem such Bonds in the inverse order of maturities, and (C) if the Bonds bearing the highest rate of interest are Term Bonds, the Trustee will reduce Sinking Fund Requirements for such Term

Bonds in inverse order of the scheduled redemption of such Term Bonds. All Bonds shall be redeemed as provided in the applicable Supplemental Agreement.

Money held for the credit of the applicable subaccounts in the respective Redemption Accounts shall be applied to the purchase or redemption of Bonds in the manner provided in the applicable Supplemental Agreement.

SECTION 509. APPLICATION OF MONEY IN OPERATIONS AND MAINTENANCE EXPENSE FUND. Moneys held for the credit of the Operations and Maintenance Expense Fund shall be used by the Issuer (or the Expressway Authority on behalf of the Issuer) only to pay all or a portion of the cost of any Operating Expenses in accordance with the applicable procedures used in the payment of Operating Expenses.

SECTION 510. APPLICATION OF MONEY IN OPERATING RESERVE FUND. Moneys held for the credit of the Operating Reserve Fund shall be used by the Issuer (or the Expressway Authority on behalf of the Issuer) only to pay all or a portion of the cost of any Operating Expenses in accordance with the applicable procedures used in the payment of Operating Expenses or as provided in the Capital Improvements Budget, but only to the extent that amount held in the Operations and Maintenance Expense Fund are not sufficient for such purpose.

SECTION 511. APPLICATION OF MONEY IN RENEWAL AND REPLACEMENT FUND. Moneys held for the credit of the Renewal and Replacement Fund shall be used by the Issuer (or the Expressway Authority on behalf of the Issuer) only to pay all or a portion of the cost of unusual or extraordinary maintenance, repairs, renewals or replacements or capital improvements related to the Expressway System in accordance with the applicable procedures used in the payment of Operating Expenses or as provided in the Capital Improvements Budget.

SECTION 512. INSURANCE AND CONDEMNATION AWARD FUND. The Trustee shall deposit Net Insurance Proceeds or Net Eminent Domain Proceeds into the Insurance and Condemnation Award Fund when and as received by the Trustee from the Issuer, and they shall be disbursed pursuant to the provisions of Section 709.

SECTION 513. GENERAL RESERVE FUND; INITIAL DEPOSIT TO GENERAL RESERVE FUND. In addition to the Issuer Contribution, the Issuer shall deposit \$2,000,000 with the Trustee on the date of issuance of the Series 2014 Bonds and the Trustee shall deposit such \$2,000,000 in the General Reserve Fund upon receipt. The Issuer shall maintain a balance of \$2,000,000 in the General Reserve Fund to be used to cure any deficiencies in any deposits required under Section 503(a) through (i). Amounts on deposit in the General Reserve Fund in excess of \$2,000,000 may be used to repay the Issuer for any amounts due the Issuer pursuant to the terms of the Lease-Purchase Agreement and for any other legally available purpose, including, without limitation, the payment of Operating Expenses (or repayment to the Issuer Expressway Authority for the

payment of Operating Expenses from a source other than Revenues), the funding of any Non-System Project and the payment of any Derivative Agreement Additional Payments.

In no event shall money be released by the Trustee from the General Reserve Fund for an expenditure not related to the Expressway System, for a Non-System Project or for repaying the Issuer for amounts due the Issuer under the Lease-Purchase Agreement unless the Issuer (or the Expressway Authority) shall have certified to the Trustee in writing that: (i) the Expressway Authority is current on all payments then required to be paid under the Lease-Purchase Agreement (if then in effect), (ii) all amounts owed to the Issuer under the Lease-Purchase Agreement have been paid, (iii) the Issuer or the Expressway Authority shall have delivered a certificate to the Trustee demonstrating that after such release, the Revenues, in each ensuing three Fiscal Years as shown in a statement of a Traffic Consultant to be delivered with such certificate, are at least (1) 150% of the Long-Term Debt Service Requirement with respect to all Outstanding Senior Lien Indebtedness, (2) 120% of the Long-Term Debt Service Requirement for Subordinate Lien Indebtedness for such Fiscal Years and (3) the amounts, if any, to be deposited to the Renewal and Replacement Fund, the Senior Lien Parity Reserve Account and the Subordinate Lien Parity Reserve Account for such Fiscal Years, and (iv) no Event of Default shall have occurred and be continuing hereunder.

SECTION 514. ESCHEAT. All money that the Trustee shall have withdrawn from the Senior Lien Debt Service Fund or the Subordinate Lien Debt Service Fund shall have received from any other source and set aside or delivered to the Bond Registrar for the purpose of paying any of the Bonds hereby secured, either at maturity or by purchase or call for redemption, shall be held in trust for the respective Owners.

Any money that is so set aside and that remains unclaimed by the Owners for a period of five (5) years after the date on which such Bonds have become payable shall be treated as abandoned property, and the Trustee or the Bond Registrar shall report and remit this property to the State, and thereafter the Owners shall look only to the State escheat fund for payment and then only to the extent of the amounts so received, without any interest thereon, and the Trustee, the Bond Registrar and the Issuer shall have no responsibility with respect to such money.

SECTION 515. CANCELLATION OF BONDS. Upon receipt of the same, the Bond Registrar shall cancel all Bonds paid, redeemed or purchased by the Trustee or purchased by the Issuer and delivered to the Bond Registrar, and all Bonds delivered to the Bond Registrar in exchange for other Bonds or delivered to the Bond Registrar upon the transfer of any Bond if a new Bond is delivered upon such transfer. The Bond Registrar shall certify to the Issuer the details of all Bonds so canceled. All Bonds canceled under any of the provisions of this Trust Agreement either shall be delivered to the Issuer or destroyed by the Bond Registrar, as the Issuer directs. Upon destruction of any Bonds, the Bond Registrar shall execute a certificate in duplicate, describing the

Bonds so destroyed; and one executed certificate shall be filed with the Issuer and the other executed certificate shall be retained by the Bond Registrar.

SECTION 516. DISPOSITION OF FUND BALANCES. After provision is made for the payment of all Outstanding Senior Indebtedness and Subordinate Lien Indebtedness, including the interest thereon, and for the payment of all and Senior Lien Derivative Agreement Regularly Scheduled Payments, Subordinate Lien Derivative Agreement Regularly Scheduled Payments and all other obligations, expenses and charges required to be paid under or in connection with this Trust Agreement, and receipt by the Trustee of an Officer's Certificate to the effect that there are no other indentures, resolutions, bond orders, Supplemental Agreements, Parity Debt Resolutions, Subordinate Lien Resolutions, Derivative Agreements or other agreements that impose a continuing lien on the balances hereinafter mentioned, the Trustee shall pay all amounts in any fund, account or subaccount then held by it under this Trust Agreement to the Issuer. If a continuing lien has been imposed on such balance by another resolution, bond order, any other agreement, by court order or decree, or by law, the Trustee shall pay such balance to such person as is entitled to receive the same by law or under the terms of such resolution, bond order, agreement, court order, or decree.

SECTION 517. SECURITY. As security for the payment of all Indebtedness issued or incurred hereunder and the interest thereon, and as security for the payments of amounts due under any Derivative Agreement, but in each case solely as provided herein, the Issuer hereby grants to the Trustee, for the benefit of the Owners and Holders of such Indebtedness and the counterparty to any such Derivative Agreement, a pledge, charge and lien upon (a) the money and Investment Obligations in the Project Fund (to the extent provided in Section 401), the Senior Lien Debt Service Fund, the Subordinate Lien Debt Service Fund, the Insurance and Condemnation Award Fund and the General Reserve Fund under this Trust Agreement and Accounts established under the Supplemental Agreements relating to their issuance, except that the Senior Lien Parity Reserve Account shall be held solely for the benefit of the Senior Lien Parity Debt secured thereby notwithstanding the last paragraph of Section 213 hereof, the Subordinate Lien Parity Reserve Account shall be held solely for the benefit of the Subordinate Lien Parity Debt secured thereby, and any fund or account created by a Supplemental Agreement to the extent such Supplemental Agreement expressly excludes such fund or account, (b) the Net Revenues, except upon the disbursement of Revenues for deposit or credit to the Operations and Maintenance Expense Fund, the Operating Reserve Fund or the Renewal and Replacement Fund, (c) unless otherwise provided in a Supplemental Agreement, the rights to the amounts payable to the Issuer under any Credit Facility, and (d) the rights to amounts payable to the Issuer or the Trustee pursuant to any Derivative Agreement (collectively, the "Trust Estate").

Any Revenues disbursed by the Trustee for deposit in the Operations and Maintenance Expense Fund, the Operating Reserve Fund or the Renewal and

Replacement Fund, and any Revenues disbursed to the Issuer pursuant to this Trust Agreement, shall no longer constitute part of Net Revenues within the meaning of this Trust Agreement and shall no longer be subject to the pledge, charge and lien upon the Trust Estate created by this Trust Agreement.

The pledge, charge and lien upon the Trust Estate shall be effective and operate immediately, without any recording or filing of any financing statement or other notice, and the Trustee shall have the right to collect and receive the Net Revenues in accordance with the provisions hereof at all times during the period from and after the date of delivery of the Series 2014 Bonds issued hereunder until all Bonds, Parity Debt, Senior Lien Derivative Agreement Regularly Scheduled Payments and Subordinate Lien Derivative Agreement Regularly Scheduled Payments have been fully paid and discharged, including, without limitation, at all times after the institution and during the pendency of bankruptcy or similar proceedings.

The aforementioned pledge, charge and lien upon the Trust Estate shall not inhibit the sale or disposition of any portion of the Expressway System in accordance with this Trust Agreement and shall not impair or restrict the ability of the Issuer to invest in securities and other forms of investment, subject to the provisions of this Trust Agreement.

The pledge, charge and lien upon the Trust Estate shall be (1) first, for the security for the payment of the Owners or Holders of Senior Lien Indebtedness, including the interest thereon, and the payment of any Senior Lien Derivative Agreement Regularly Scheduled Payments and (2) second, for the security for the payment of the Subordinate Lien Bonds and Subordinate Lien Parity Debt, including the interest thereon, and the payment of all Subordinate Lien Derivative Agreement Regularly Scheduled Payments, for which such pledge, charge and lien upon the Trust Estate is junior and subordinate to the pledge charge and lien upon the Trust Estate securing the Senior Lien Bonds, the Senior Lien Parity Debt and the Senior Lien Derivative Agreement Regularly Scheduled Payments.

SECTION 518. USE OF AVAILABLE FUNDS. Nothing in this Trust Agreement shall be construed to prevent the Issuer or the Expressway Authority from (a) paying all or any part of the Operating Expenses, (b) depositing in any fund or account created under, or subaccount created pursuant to, the provisions of this Trust Agreement, any Supplemental Agreement or any Parity Debt Resolution, (c) paying the principal of, premium, if any, and interest on Senior Lien Indebtedness or Subordinate Lien Indebtedness, or (d) from making any payment required by a Derivative Agreement from any moneys available to the Issuer or the Expressway Authority for such purpose, except to the extent the Issuer or the Expressway Authority is prohibited from making such deposit by this Trust Agreement, any Senior Lien Resolution, any Subordinate Lien Resolution, the Lease-Purchase Agreement or otherwise.

ARTICLE VI
DEPOSITARIES OF MONEY, SECURITY FOR
DEPOSITS, INVESTMENT OF FUNDS AND
COVENANT AS TO ARBITRAGE

SECTION 601. SECURITY FOR DEPOSITS. Any and all money received by the Issuer under the provisions of this Trust Agreement shall be deposited as received with the Trustee and all money so deposited with the Trustee shall be trust funds under the terms hereof, and, to the extent permitted by law in the case of the Project Fund, shall not be subject to any lien or attachment by any creditor of the Issuer or the Expressway Authority.

All money deposited with the Trustee shall be credited to the particular fund, account or subaccount to which such money belongs.

SECTION 602. INVESTMENT OF MONEY. Money held for the credit of all funds, accounts and subaccounts shall be continuously invested and reinvested by the Trustee or the Depositaries, whichever is applicable, in Investment Obligations or held as cash to the extent investment or reinvestment in Investment Obligations is not practicable. Except as hereinafter provided in this Section with respect to the disposition of investment income, the particular investments to be made and other related matters in respect of investments may, as to each Series of Bonds, be provided in the applicable Supplemental Agreement.

Except as hereinafter provided in this Section with respect to the Senior Lien Parity Reserve Account and Subordinate Lien Parity Reserve Account, Investment Obligations shall mature or be redeemable at the option of the holder thereof not later than the respective dates when the money held for the credit of such funds, accounts and subaccounts will be required for the purposes intended.

Investment Obligations in the Senior Lien Parity Reserve Account, Subordinate Lien Parity Reserve Account or Debt Service Reserve Account shall (a) mature or (b) be redeemable at the option of the holder of such Investment Obligation so that all such Investment Obligations shall have an average life of not more than ten (10) years after the date of such investment.

Notwithstanding the forgoing, no Investment Obligations pertaining to any Series in any fund, account or subaccount shall mature on a date beyond the latest maturity date of the respective Series of Bonds Outstanding at the time such Investment Obligations are deposited. For purposes of this Section, the maturity date of any repurchase agreement shall be deemed to be the stated maturity date of such agreement and not the maturity dates of the underlying obligations.

An Authorized Officer or his designee shall give to the Trustee or any Depositary written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Article, and the Trustee or such Depositary shall then invest such money as so directed. The Trustee or any Depositary may request additional direction or authorization from the Authorized Officer or his designee in writing with respect to the proposed investment of money under the provisions of this Trust Agreement. Upon receipt of such directions, the Trustee or any Depositary shall invest, subject to the provisions of this Article, such money in accordance with such directions. If no such directions are given, then any uninvested funds shall be invested by the Trustee in Government Obligations having the shortest maturity available, but in no event exceeding a maturity of thirty (30) days from the date of investment in the case of funds held in the Project Fund, and the date funds are required to be used to pay debt service on Bonds in the case of funds held in the Senior Lien Debt Service Fund or the Subordinate Lien Debt Service Fund. The Trustee or any Depositary shall have no liability for investments made in accordance with this Section.

Investment Obligations acquired with money in or credited to any fund, account or subaccount established under this Trust Agreement shall be deemed at all times to be part of such fund, account or subaccount. Any loss realized upon the disposition or maturity of such Investment Obligations shall be charged against such funds, accounts or subaccounts. The interest accruing on any such Investment Obligations and any profit realized upon the disposition or maturity of such Investment Obligations shall be credited to the particular fund, account or subaccount to which such Investment Obligation relates (and, if such account is part of the Trust Estate, shall be subject to the pledge of the Trust Estate in accordance with Section 517) except as follows:

Any investment earnings received on amounts deposited in the Senior Lien Debt Service Fund (including the Senior Lien Parity Reserve Account, to the extent that the amount on deposit in the Senior Lien Parity Reserve Account is equal to the Senior Lien Parity Reserve Account Requirement), shall be transferred to the Interest Account of the Senior Lien Debt Service Fund. Any investment earnings received on amounts deposited in the Subordinate Lien Parity Reserve Account, to the extent that the amount on deposit in the Subordinate Lien Parity Reserve Account is equal to the Subordinate Lien Parity Reserve Account Requirement, shall be transferred to the Revenue Fund. Any investment earnings on any Special Reserve Account shall be transferred or deposited in the manner specified in the Supplemental Agreement or Parity Debt Resolution establishing such Special Reserve Account.

Any such interest accruing and any such profit realized shall not be credited or transferred to any other fund, account or subaccount unless there shall be no deficiency in the respective fund, account or subaccount. If there shall be a deficiency in any fund, account or subaccount, any such interest or profit shall remain in such fund, account or subaccount until such deficiency has been made up.

Any such interest accruing and any such profit realized that is required to be transferred to any other fund, account or subaccount shall be transferred upon the receipt thereof by the Depositories or the Trustee, as the case may be, pursuant to the provisions of this Trust Agreement.

The Trustee shall sell or reduce to cash a sufficient amount of such Investment Obligations whenever it is necessary to do so to provide money to make any payment from any such fund, account or subaccount in accordance with the provisions of this Trust Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such action.

Whenever a transfer of money between two or more of the funds, accounts or subaccounts established under this Trust Agreement is permitted or required, such transfer may be made as a whole or in part by transfer of one or more Investment Obligations at a value determined at the time of such transfer in accordance with this Article, provided that the Investment Obligations transferred are those in which money of the receiving fund, account or subaccount could be invested at the date of such transfer.

For purposes of making any investment hereunder, the Trustee or any Depositary may consolidate money held by it in any fund, account or subaccount with money in any other fund, account or subaccount. Transfers from any fund, account or subaccount to the credit of any other fund, account or subaccount provided for in this Trust Agreement may be effectuated on the books and records of the Trustee, the Issuer or any Depositary without any actual transfer of funds or liquidation of investments. Investment Obligations purchased with consolidated funds shall be allocated to each fund, account or subaccount on a pro rata basis in accordance with the initial amount so invested from each such fund, account or subaccount.

Unless otherwise directed by the Issuer, Investment Obligations may be purchased by the Trustee or any Depositary through its own investment division or other bank facilities established for such purpose.

SECTION 603. VALUATION. For the purpose of determining the amount on deposit in any fund, account or subaccount, Investment Obligations in which money in such fund, account or subaccount is invested shall be valued by the Trustee (a) at face value if such Investment Obligations mature within twelve (12) months from the date of valuation thereof and (b) if such Investment Obligations mature more than twelve (12) months after the date of valuation thereof, at the price at which such Investment Obligations are redeemable by the holder at its option, if so redeemable, or, if not so redeemable, at the lesser of (i) the cost of such Investment Obligations minus the amortization of any premium or plus the amortization of any discount thereon and (ii) the market value of such Investment Obligations.

All Investment Obligations in all of the funds, accounts and subaccounts created hereunder, except the Renewal and Replacement Fund, the Operating Reserve Fund, the Operations and Maintenance Expense Fund and the General Reserve Fund, shall be valued as of the last day of each Fiscal Year. When a valuation is made by the Trustee, the Trustee shall report the result of such valuation to the Issuer within thirty (30) days after such valuation. In addition, Investment Obligations shall be valued at any time requested by the Issuer on reasonable notice to the Trustee (which period of notice may be waived or reduced by the Trustee); provided, however, that the Trustee shall not be required to value Investment Obligations more than once in any calendar month.

Whenever, following a valuation on the last day of each Fiscal Year as described above, the value of the cash and Investment Obligations in the Senior Lien Parity Reserve Account held by the Trustee, plus accrued interest to the date of valuation, is less than 90% of the Senior Lien Parity Reserve Account Requirement, the Trustee shall compute the amount by which the Senior Lien Parity Reserve Account Requirement exceeds the balance in the Senior Lien Parity Reserve Account and shall immediately give the Issuer notice of such deficiency and the amount necessary to cure the same in accordance with Section 507.

Whenever the value of the cash and Investment Obligations in the Senior Lien Parity Reserve Account held by the Trustee, plus accrued interest to the date of valuation, is greater than the Senior Lien Parity Reserve Account Requirement, the Trustee shall compute the amount by which the balance in the Senior Lien Parity Reserve Account exceeds the Senior Lien Parity Reserve Account Requirement, and the Issuer shall be entitled to transfer such excess to the credit of the Interest Account of the Senior Lien Debt Service Fund or to pay interest on Senior Lien Bonds or Senior Lien Parity Debt secured by the Senior Lien Parity Reserve Account in the manner directed by the Issuer in an Officer's Certificate filed with the Trustee; provided, however, that nothing herein shall require the Issuer to liquidate or sell any Investment Obligation held in the Senior Lien Parity Reserve Account for purposes of making such transfer.

Whenever the value of the cash and Investment Obligations in the Subordinate Lien Parity Reserve Account held by the Trustee, plus accrued interest to the date of valuation, is greater than the Subordinate Lien Parity Reserve Account Requirement, the Trustee shall compute the amount by which the balance in the Subordinate Lien Parity Reserve Account exceeds the Subordinate Lien Parity Reserve Account Requirement, and the Issuer shall be entitled to transfer such excess to the credit of the Interest Account of the Subordinate Lien Debt Service Fund or to pay interest on Subordinate Lien Bonds or Subordinate Lien Parity Debt secured by the Subordinate Lien Parity Reserve Account in the manner directed by the Issuer in an Officer's Certificate filed with the Trustee; provided, however, that nothing herein shall require the Issuer to liquidate or sell any Investment Obligation held in the Subordinate Lien Parity Reserve Account for purposes of making such transfer.

SECTION 604. COVENANT AS TO ARBITRAGE. The Issuer covenants that so long as any of the Bonds remain Outstanding, money on deposit in any fund, account or subaccount maintained in connection with the Bonds, regardless of whether such money was derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner that would cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations promulgated from time to time thereunder, except for moneys on deposit in such funds, accounts or subaccounts with respect to any Series of Bonds not intended to be tax-exempt under the provisions of the Code. The Issuer further covenants and agrees to comply with the requirements of Section 148 of the Code and applicable regulations promulgated from time to time thereunder with respect to any Series of Bonds intended to be tax-exempt under the provisions of the Code.

ARTICLE VII GENERAL COVENANTS AND REPRESENTATIONS

SECTION 701. PAYMENT OF PRINCIPAL, INTEREST, PREMIUM AND OTHER AMOUNTS. The Issuer shall cause to be paid, when due, the principal of (whether at maturity, by redemption or otherwise) and the premium, if any, and interest on the Bonds and Parity Debt and the Derivative Agreement Regularly Scheduled Payments at the places, on the dates and in the manner provided herein and in the Bonds and Parity Debt and the documentation authorizing and securing such Bonds and Parity Debt and in any Derivative Agreement, according to the true intent and meaning thereof.

The Bonds and Parity Debt are special obligations of the Issuer payable solely from the Net Revenues, the Issuer's right to receive the same, and money, Investment Obligations and Reserve Alternative Instruments held in the applicable funds, accounts and subaccounts created hereunder for each such Series of Bonds and the income from Investment Obligations in such funds, accounts and subaccounts. The Bonds and Parity Debt shall be secured as provided in Section 517. The Bonds and Parity Debt shall not be deemed to be a debt, liability or obligation of the State or of any other public body in the State secured by a pledge of the faith and credit of the State or of any other public body in the State, including the Issuer and the Expressway Authority, but shall be payable solely from the Net Revenues and other income or assets pledged under this Trust Agreement. The Issuer shall not be obligated to pay the principal of, premium, if any, or interest on the Bonds and Parity Debt except from the Net Revenues and other income or assets pledged under this Trust Agreement, and neither the faith and credit nor the taxing power of the State or of any other public body in the State, including the Issuer, is pledged for the payment of the principal of, premium, if any, or interest on the Bonds and Parity Debt.

SECTION 702. ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE INITIAL PROJECT AND ADDITIONAL PROJECTS. The Issuer shall acquire, construct and equip, or cause the Expressway Authority to acquire, construct and equip, the Initial Project and any Additional Project for which Bonds are issued or for which money repayable from the proceeds of Bonds are advanced by the Issuer for such purpose. The Issuer covenants to acquire, construct, equip and complete, or cause the Expressway Authority to acquire, construct, equip and complete the Initial Project and any Additional Project in conformity with applicable law and all other requirements of all governmental authorities having jurisdiction thereover, and that the Issuer will complete the acquisition, construction and equipping of the Initial Project and any Additional Project, or cause the Expressway Authority to complete the acquisition, construction and equipping of the Initial Project and any Additional Project, with all expedition practicable.

The Issuer shall require, or cause the Expressway Authority to require, each person, firm or corporation with whom it may contract for such construction to (a)

furnish a payment and performance bond in the full amount of any contract, or (b) deposit with an Authorized Officer marketable securities that are eligible as security for the deposit of trust funds as provided in Section 601 in the full amount of any contract. The proceeds of any such payment or performance bond or securities shall be deposited in the applicable account or subaccount of the Project Fund and applied toward the completion of the Initial Project or Additional Project in connection with which such payment or performance bond or securities are furnished. The Issuer shall diligently exercise its rights, or cause the Expressway Authority to exercise its rights, for the enforcement of any such payment and performance bond.

SECTION 703. MAINTENANCE OF EXISTENCE; OPERATION OF THE EXPRESSWAY SYSTEM. (a) The Issuer shall take all actions within its power to maintain its existence as a political subdivision of the State.

(b) The Issuer shall establish and enforce reasonable rules and regulations governing the operation and use of the Expressway System, operate the Expressway System in an efficient and economical manner, maintain the properties constituting the Expressway System in good repair and in sound operating condition for so long as the same are necessary for the operation of the Expressway System, and comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body that are applicable to the Expressway System. The Issuer's obligation to maintain and operate the Expressway System is an obligation only upon Revenues, and no Owner or Holder of Indebtedness has the right to compel the exercise of the taxing power of the State or any other public body in the State, including the Issuer, or the forfeiture of any of their respective property in connection with any such obligation except as herein provided.

(c) The Issuer covenants that it will serve as the exclusive procuring agent for the acquisition, installation, operation and maintenance of all property, plant and equipment designed to calculate the tolls to be charged to users of the Initial Project and any Additional Project and that it will institute such administrative procedures and enter into such agreements with third party service providers as shall be necessary to assure that the tolls so charged are collected to the extent reasonably practicable. Notwithstanding the foregoing, in selecting the toll identification and collection technology to be utilized, the equipment and service vendors to utilize, the technology hardware and software to be utilized, including all processes used for revenue collection, the Issuer may take into consideration such factors as the Issuer shall determine to be necessary, such as compatibility of the systems used for the Initial Project and Additional Projects with the systems used elsewhere by the Issuer and other toll road operators in the State, emerging technologies and the adaptability of the systems utilized to emerging technologies, customer costs associated with the systems selected, the accuracy of the systems selected in computing and assessing tolls and such other factors and the Issuer shall determine relevant.

(d) Notwithstanding any other provision of this Section 703, the Expressway Authority shall perform all of the duties of the Issuer under this Section 703 so long as the Lease-Purchase Agreement is in effect.

SECTION 704. RATE COVENANT. (a) The Issuer covenants to fix, charge and collect tolls, fees, rentals and other charges for the use of and for services furnished or to be furnished by the Expressway System, and that from time to time and as often as it shall appear necessary, to revise such tolls, fees, rentals and other charges as may be necessary or appropriate, in order that for each Fiscal Year, beginning with the first full Fiscal Year in which the Initial Project is in operation, the Net Revenues in such Fiscal Year (excluding any Derivative Agreement Regularly Scheduled Payments or Derivative Agreement Additional Payments received in such Fiscal Year) will not be less than 140% of the Long-Term Debt Service Requirement for Senior Lien Indebtedness only for such Fiscal Year.

(b) The Issuer covenants to fix, charge and collect tolls, fees, rentals and other charges for the use of and for services furnished or to be furnished by the Expressway System, and that from time to time and as often as it shall appear necessary, to revise such tolls, fees, rentals and other charges as may be necessary or appropriate, in order that for each Fiscal Year, beginning with the first full Fiscal Year in which the Initial Project is in operation, the Net Revenues in such Fiscal Year will not be less than 120% of (x) the Long-Term Debt Service Requirement for Senior Lien Indebtedness and Subordinate Lien Indebtedness for such Fiscal Year and (y) the deposits to be made to the Senior Lien Parity Reserve Account and Subordinate Lien Parity Reserve Account and the Debt Service Reserve Account for such Fiscal Year.

(c) In addition to the covenants set forth in subsections (a) and (b) of this Section, the Issuer also covenants to fix, charge and collect tolls, fees, rentals and other charges for the use of and for services furnished or to be furnished by the Expressway System, and that from time to time and as often as it shall appear necessary, to revise such tolls, fees, rentals and other charges as may be necessary or appropriate, in order that the Revenues will be sufficient in each Fiscal Year to make all of the deposits required by Section 503(a) through (i), inclusive.

(d) Subject to paragraph (i) of this Section 704, the Issuer covenants that all users will pay for use of and services furnished by the Expressway System at the tolls, rates, fees and charges established by the Issuer from time to time in accordance with the Issuer's customary tolling and billing practices and policies; provided, designated officials and employees of the Issuer or the Expressway Authority engaged in official business, law enforcement officers, fire and rescue vehicles and emergency vehicles used in the discharge of their official duties and other vehicles required by law to receive free or reduced rates shall be exempted from the payments of such tolls or charges.

(e) If the Issuer fails to comply with the covenants set forth in subsections (a), (b) and (c) above, it shall, within thirty (30) days of the receipt by the Issuer of the audit report required by Section 706, request a Traffic Consultant or General Engineering Consultant to make its recommendations, if any, as to a revision of the Issuer's tolls, fees, rentals and charges, its Operating Expenses or the method of operation of the Expressway System in order to satisfy the foregoing requirements of this Section. Copies of such request and of the recommendations of the Traffic Consultant or General Engineering Consultant, if any, shall be filed by the Issuer with the Trustee. Promptly upon its receipt of the recommendations of the Traffic Consultant or General Engineering Consultant, the Issuer shall, after giving due consideration to the recommendations, revise its tolls, fees, rentals and charges or its Operating Expenses or alter its methods of operation, which revisions or alterations need not comply with the Traffic Consultant's or General Engineering Consultant's recommendations but which are projected by the Issuer to result in compliance with the covenants set forth in subsections (a), (b) and (c) of this Section. The Issuer and the Traffic Consultant or General Engineering Consultant shall advise the Trustee of the actions taken by the Issuer with respect to the recommendations of the Traffic Consultant or General Engineering Consultant. If the Issuer shall comply with all of the recommendations of the Traffic Consultant or General Engineering Consultant, failure to comply with the provisions of subsections (a), (b) and (c) above shall not constitute an Event of Default under the provisions of clause (g) of Section 802. Compliance with all of the recommendations of the Traffic Consultant or General Engineering Consultant shall have no effect on any Event of Default other than an Event of Default under the provisions of clause (g) of Section 802. In the event of any failure to comply with the provisions of subsections (a), (b) and (c) above and the failure of the Issuer to comply with all of the recommendations of the Traffic Consultant or General Engineering Consultant, and in addition to the remedies elsewhere provided in this Trust Agreement, the Trustee or the Owners or Holders of not less than 25% in aggregate principal amount of the Senior Lien Indebtedness or Subordinate Lien Indebtedness then Outstanding may, and the Trustee shall, upon the request of the Owners or Holders of not less than 25% in aggregate principal amount of the Senior Lien Indebtedness or Subordinate Lien Indebtedness then Outstanding and upon being indemnified to its satisfaction, institute and prosecute in a court of competent jurisdiction an appropriate action to compel the Issuer to comply with all of the recommendations of the Traffic Consultant or General Engineering Consultant in order to satisfy the foregoing requirements of this Section. The Issuer covenants that it will adopt and charge tolls, fees, rentals and charges and revise its Operating Expenses or the method of operation of the Expressway System in compliance with any final order, decree or judgment entered in any such proceeding or modification thereof.

(g) Subject to the provisions of Section 714, the Issuer may enter into contracts or agreements or amend or rescind existing contracts or agreements for the use of the Expressway System on such terms and for such periods of time as the Issuer shall determine to be proper.

(h) The Issuer also covenants to fix and charge tolls, fees, rentals and charges for each component of the Expressway System which tolls, fees, rentals and charges shall be reasonable and non-discriminatory.

(i) Nothing contained in this Section shall obligate the Issuer to take any action in violation of any applicable requirements imposed by law.

(j) Notwithstanding any other provision of this Section 704, the Expressway Authority shall perform all of the duties of the Issuer under this Section 704 so long as the Lease-Purchase Agreement is in effect.

SECTION 705. BUDGETS AND COVENANT AS TO OPERATING EXPENSES; ESTABLISHMENT OF RENEWAL AND REPLACEMENT FUND REQUIREMENT; REPORT OF GENERAL ENGINEERING CONSULTANT.

(a) The Issuer shall adopt an Annual Budget for the Expressway System for each Fiscal Year. To the extent possible, the Issuer shall prepare its Annual Budget so that it will be possible to determine from such Annual Budget (a) the amount of Revenues budgeted for deposit in the Revenue Fund during such year and (b) the amounts to be deposited or paid under Section 503, including the Operating Expenses, and the amount of any deposits to be made to the Renewal and Replacement Fund.

(b) The Issuer shall, in consultation with the General Engineering Consultant, also adopt a Capital Improvements Budget for the Expressway System for each Fiscal Year which will show, in addition to such other matters as the Issuer may determine to include, (a) the amounts, if any, to be expended during such Fiscal Year from moneys, if any, deposited to the credit of the Project Fund, the Renewal and Replacement Fund or the General Reserve Fund, together with a statement of the purposes for which such amounts are to be expended in each case and (b) the amount estimated by the Issuer to be necessary for the renovation, extension, improvement, enlargement, renewal or replacement of the Expressway System, whether the same are to be commenced, continued or completed during such Fiscal Year or thereafter. The Capital Improvements Budget may be part of the Annual Budget. The Issuer shall file copies of any Capital Improvements Budget and its Annual Budget promptly upon availability with the Trustee and together with such budgets the Issuer shall provide the Trustee with calculations for any required deposits pursuant to Section 503(a), (h) and (i).

(c) Annually by the beginning of the applicable Fiscal Year, the Issuer (or, so long as the Lease Purchase Agreement is in effect, the Expressway Authority) will cause a General Engineering Consultant to make an inspection of the Expressway System and submit a report to the Issuer and the Expressway Authority setting forth the General Engineering Consultant's (i) findings whether the Expressway System has been maintained in good repair, working order and condition and (ii) advice and recommendations for the proper maintenance, repair and operation of the Expressway

System during the following ten Fiscal Years. Based on such report, the General Engineering Consultant will consult with the Issuer and the Expressway Authority to determine the amount of the Renewal and Replacement Fund Requirement for the next Fiscal Year and the projected amount of the Renewal and Replacement Fund Requirement for each of the nine Fiscal Years following the Fiscal Year for which the Renewal and Replacement Fund Requirement is determined. Such amounts shall be determined and projected so that the advice and recommendations contained in such report are met.

(d) Notwithstanding any other provision of this Section 705, the Expressway Authority shall perform all of the duties of the Issuer under this Section 705 so long as the Lease-Purchase Agreement is in effect.

SECTION 706. RECORDS, ACCOUNTS AND AUDITS. The Issuer shall keep the funds, accounts, subaccounts, money and investments of the Expressway System separate from all other funds, accounts, money and investments, if any, of the Issuer and shall keep accurate records and accounts of all items of costs and of all expenditures relating to the Expressway System and of the revenues collected and the application of such revenues. Such records and accounts shall be open to the inspection of the Trustee.

The Issuer shall cause its accountant to prepare and deliver to the Issuer within 180 days after the close of each Fiscal Year an audit of the Issuer's books and accounts relating to the Expressway System. Reports of each such audit shall be filed with the Trustee, and copies of each such report shall be mailed by the Issuer to any person requesting the same in writing and shall be made available for inspection at the office of the Chief Financial Officer. Each such audit report shall be accompanied by an opinion of the accountant stating that the examination of the financial statements was conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly the financial position of the Expressway System and the results of its operations and a statement of cash flows for the period covered by such audit report in conformity with generally accepted accounting principles applied on a consistent basis.

If for any reason beyond its control, the Issuer is unable to obtain the foregoing opinion as to compliance with generally accepted accounting principles, the Issuer shall be deemed to be in compliance with this Section if it is taking all reasonable and feasible action to obtain such opinion in subsequent Fiscal Years, and if, in lieu of a statement as to compliance and conformity, such opinion states the reasons for such noncompliance or non-conformity.

Each audit report shall contain data setting forth in respect of said Fiscal Year a calculation to determine compliance with Section 704.

There shall also be filed with the Trustee within sixty (60) days after the end of each Fiscal Year an Officer's Certificate stating to the best of such person's knowledge, (i) whether there existed at the end of the Fiscal Year, any violation of any covenants or agreements herein contained and (ii) whether at any time during the Fiscal Year, any Default occurred, and if so, the nature of such Default.

SECTION 707. INSURANCE. (a) The Issuer covenants that it will maintain or cause to be maintained a practical insurance program, with reasonable terms, conditions, provisions and costs, which the Issuer determines (i) will afford adequate protection against loss caused by damage to or destruction of the Expressway System or any part thereof and (ii) will provide the Issuer reasonable protection from liability for bodily injury and property damage resulting from the construction or operation of the Expressway System. Furthermore, the Issuer covenants that it will maintain use and occupancy insurance covering loss of Revenues by reason of necessary interruption, total or partial, in the use of the facilities of the Expressway System, due to loss or damage to any such facility in such amount as an Insurance Consultant determines will provide income during a period of interruption of not less than six months and computed on the basis of Revenues for the preceding Fiscal Year (or the estimated Revenues for the current Fiscal Year as estimated by the Insurance Consultant if the Expressway System was not in operation during the preceding Fiscal Year).

All insurance policies shall be carried by a responsible insurance company or companies, whose claims paying ability is rated at least "A" by S&P, authorized and qualified to assume the risks thereof, or by the Florida Department of Insurance. The Issuer may also participate in self-insurance programs (except with respect to use and occupancy insurance) so long as the types and levels of such self-insurance programs are determined in writing by an Insurance Consultant to be adequate coverage for the Issuer.

(b) Any insurance coverage pursuant to this Section may be subject to such deductible limitations as the Issuer shall deem appropriate, or may be pursuant to a program whereby the Issuer self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Section.

(c) All such policies shall be for the benefit of the Issuer, shall be made payable to the Issuer and shall remain with the Issuer, and the Issuer shall have the sole right to receive the proceeds of such insurance and to collect and receipt for claims thereunder. Net Insurance Proceeds shall be applied as provided in Section 709.

(d) Within sixty (60) days of the end of each Fiscal Year, an Authorized Officer shall file with the Trustee a report listing the policies of insurance, State insurance programs or self-insurance programs currently in force, the names of any companies issuing such insurance, the amounts and expiration date or dates of such insurance, the risks covered thereby, that such insurance complies with the provisions of this Section, whether an Insurance Consultant was employed during such Fiscal Year and

a copy of all such reports filed by the Insurance Consultant. Any such report may be relied upon by the Trustee as conclusive.

(e) Notwithstanding any of the foregoing provisions of this Section, with respect to any contract, lease or other agreement entered into by the Issuer, the Issuer may provide for policies which are payable to the parties of such contract, lease or other agreement as their interests may appear and may provide that the proceeds be applied in such manner as the Issuer, in its opinion, believes to be in the best interest of the Issuer. The Issuer may require evidence of the existence of such policies and notice of cancellation in lieu of the possession of such policies.

(f) The Expressway Authority shall perform all of the duties of the Issuer under this Section 707 so long as the Lease-Purchase Agreement is in effect.

SECTION 708. NOTICE OF TAKING; COOPERATION OF PARTIES.

If any public Issuer or entity attempts to take all or any part of the Expressway System through Eminent Domain proceedings, the Issuer shall take prompt and appropriate measures to protect and enforce its rights and interests and those of the Trustee and the Owners and Holders of Bonds and Parity Debt and in connection with such proceedings. Upon receiving notice of the institution of Eminent Domain proceedings by any public instrumentality, body, agency or officer, the Issuer shall deliver written notice thereof to the Trustee.

The Net Eminent Domain Proceeds shall be applied in accordance with the provisions of Section 709.

SECTION 709. INSURANCE AND EMINENT DOMAIN PROCEEDS.

(a) If, as a result of any casualty occurring to any part of the Expressway System or as a result of any taking by Eminent Domain of any part of the Expressway System, the revenue-producing capabilities of the Expressway System will, in the opinion of an Authorized Officer of the Issuer, be materially impaired for a period in excess of one hundred twenty (120) consecutive days, all Net Insurance Proceeds received by the Issuer or the Expressway Authority and all Net Eminent Domain Proceeds received by the Issuer, as the case may be, shall be delivered to the Trustee for deposit in the Insurance and Condemnation Award Fund and shall be applied, to the extent permitted by law, at the election of the Issuer:

(1) to replace, repair, rebuild or restore the Expressway System to substantially the same condition as that which existed prior to such damage, destruction or taking, with such alterations and additions as the Issuer may determine and as will not impair or otherwise adversely affect the revenue-producing capability of the Expressway System, provided that prior to the commencement of such replacement, repair, rebuilding or restoration, the Issuer shall deliver to the Trustee a report of a licensed architect or engineer employed by

the Issuer setting forth (A) an estimate of the total cost of the same, (B) the estimated date upon which such replacement, repair, rebuilding or restoration will be substantially completed, and (C) a statement to the effect that Net Insurance Proceeds or Net Eminent Domain Proceeds, as the case may be, together with other funds made available or to be made available by the Issuer, are projected to be sufficient to pay the costs of the replacement, repair, rebuilding or restoration of the Expressway System; or

(2) first, to the redemption or prepayment of Senior Lien Indebtedness, if any, pro rata to the extent practicable in the manner provided in the Senior Lien Resolutions; and second, to the redemption or prepayment of Subordinate Lien Indebtedness, if any, pro rata to the extent practicable in the manner provided in the Subordinate Lien Resolutions; provided, however, that that Senior Lien Indebtedness and Subordinate Lien Indebtedness may be redeemed or prepaid only if (A) the Expressway System have not been restored to substantially the same condition as prior to such damage, destruction or taking or (B) the licensed architect or engineer employed by the Issuer has been unable to make the statement required by subsection (a)(1)(C) of this Section; or

(3) to transfer to any fund or account designated by the Issuer if the Expressway System, as evidenced by a report of a licensed architect or engineer employed by the Issuer, have been restored to substantially the same condition as prior to such damage, destruction or taking with other funds of the Issuer or made available to the Issuer which were not subject to the lien in favor of the Owners and Holders of Senior Lien Indebtedness or Subordinate Lien Indebtedness.

(b) All Net Insurance Proceeds and all Net Eminent Domain Proceeds which the Issuer is not required to pay to the Trustee pursuant to the foregoing provisions of this Section shall be applied in such manner as the Issuer believes to be in the best interests of the Issuer.

If the Issuer elects to apply Net Insurance Proceeds or Net Eminent Domain Proceeds, or cause them to be applied, to replace, repair, rebuild, or restore the Expressway System, as provided in subsection (a)(1) above, the Issuer shall cause the Trustee to make disbursements from the Insurance and Condemnation Award Fund, to the extent practicable, in accordance with the procedures and requirements set forth in Section 404 for requisitions from the Project Fund. However, to the extent such Net Insurance Proceeds or Net Eminent Domain Proceeds exceed the cost of such replacement, repair, rebuilding or restoration, the same shall be transferred to any fund or account designated by the Issuer.

If the Issuer elects to redeem Bonds, the Issuer shall direct the Trustee to redeem Bonds in accordance with Article III of this Trust Agreement and the Supplemental Agreement for any such Bonds and to transfer from the Insurance and Condemnation

Award Fund to the applicable subaccounts of the Redemption Account an amount sufficient to pay the Redemption Price of the Bonds to be redeemed and to the applicable subaccounts of the respective Interest Accounts an amount that, together with amounts then on deposit therein, is sufficient to pay interest accruing on the Bonds to be redeemed to the date fixed for redemption. If the Issuer elects to redeem or prepay Parity Debt, the Issuer shall follow the requirements for such redemption or prepayment as set forth in the applicable Parity Debt Resolution for such Parity Debt.

SECTION 710. COMPLIANCE WITH APPLICABLE LAW. So long as any Bond or Parity Debt is Outstanding, the Issuer shall comply or cause there to be compliance with all applicable laws, orders, rules, regulations and requirements of any municipal or other governmental authority relating to the construction, use and operation of the Expressway System. Nothing contained in this Section shall prevent the Issuer from contesting in good faith the applicability or validity of any law, ordinance, order, rules regulation, or requirement so long as its failure to comply with the same during the period of such contest will not materially impair the operation or revenue-producing capability of the Expressway System.

SECTION 711. PAYMENT OF CHARGES AND COVENANT AGAINST ENCUMBRANCES. Except as otherwise provided in this Trust Agreement, the Issuer shall not create or suffer to be created any lien or charge upon the Expressway System or any part thereof, or on the Revenues, except for Permitted Encumbrances. The Issuer shall discharge or cause to be discharged, or shall make adequate provision to satisfy and discharge, within sixty (60) days after the same become due and payable, all lawful costs, expenses, liabilities and charges relating to the maintenance, repair, replacement or improvement of the properties constituting the Expressway System and the operation of the Expressway System and lawful claims and demands for labor, materials, supplies or other objects that might by law become a lien upon the Expressway System or Revenues if unpaid. Nothing contained in this Section shall require the Issuer to pay or cause to be discharged, or make provision for the payment, satisfaction and discharge of, any lien, charge, cost, liability, claim or demand so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

SECTION 712. COVENANT AGAINST SALE OR DISPOSITION AND EXCEPTIONS THERETO. The Issuer covenants that, except as permitted in this Section or Section 714, it will not sell, exchange or otherwise dispose of the Expressway System or any part thereof.

The Issuer may from time to time sell, exchange or otherwise dispose of any equipment, motor vehicles, machinery, fixtures, apparatus, tools, instruments or other movable property if it determines that such articles are no longer needed or are no longer useful in connection with the Expressway System, and the proceeds thereof may be used for any lawful purpose determined by the Issuer.

The Issuer may from time to time sell, exchange or otherwise dispose of (but not lease, contract or agree for the use thereof except as permitted under Section 714) any other property of the Expressway System if it determines by resolution:

(a) that the sale, exchange or other disposition thereof would not materially adversely affect the operating efficiency of the Expressway System and would not materially reduce Revenues; or

(b) that the sale, exchange or other disposition thereof would not materially adversely affect the ability of the Issuer to comply with the rate covenant set forth in Section 704 for the current and next succeeding Fiscal Year.

If the fair market value of any item of real or personal property to be sold, exchanged or otherwise disposed of in any Fiscal Year in accordance with the provisions of this Section shall be in excess of 3% of net property, plant and equipment of the Expressway System calculated in accordance with generally accepted accounting principles, or if the fair market value of any such item together with the fair market value of all other such items so disposed of in such Fiscal Year shall aggregate in excess of 3% of net property, plant and equipment of the Expressway System calculated in accordance with generally accepted accounting principles, then no such disposal shall be effected without first obtaining the written approval of a Traffic Consultant of the determinations to be made by the Issuer with respect to such disposition under the provisions of this Section.

Notwithstanding the foregoing, at such time, if ever, as (i) the Expressway Authority or any successor agency or authority is granted the authority under its enabling act to issue revenue bonds and parity debt such as the Bonds and the Parity Debt, (ii) the Issuer makes a determination that title to the Expressway System shall vest in the Expressway Authority and the Lease-Purchase Agreement shall be terminated, (iii) the Expressway Authority assumes in writing all of the obligations of the Issuer under this Trust Agreement, (iv) there is delivered to the Trustee and all of the Holders and the Owners of Outstanding Bonds and Parity Debt a notice of the foregoing at least thirty (30) days in advance of the effective date of such transfer, and (v) there is delivered to the Trustee evidence of compliance with clause (i) above (which may be in the form of an opinion of counsel), together with an opinion of nationally recognized bond counsel that such transfer, in and of itself, will not adversely affect the exclusion from gross income of interest on any Outstanding Bonds or Parity Debt then entitled to such exclusion under Section 103 of the Internal Revenue Code of 1986, as amended, or any successor provision, then in such case the Issuer shall be relieved of all of its obligations under this Trust Agreement and for all purposes hereof any reference to the "Issuer" shall be deemed to exclude Osceola County, Florida and include the Expressway Authority as "Issuer" hereunder.

SECTION 713. ADDITIONAL PROJECTS; ADDITIONS TO THE EXPRESSWAY SYSTEM. All buildings, structures and items of personal property that are constructed, placed or installed in or upon the properties constituting the Expressway System as an addition or improvement to, as a substitute for, or in renewal, replacement or alteration of, any buildings, structures, and personal property constituting part of the Expressway System, and all real property acquired as an addition to, in replacement of, or as a substitute for real property constituting a part of the Expressway System shall thereupon become part of the Expressway System.

SECTION 714. CONTRACTS, LEASES AND OTHER AGREEMENTS. The Issuer may lease, as lessor, all or any part of the Expressway System, or contract or agree for the performance by others, of operations or services on or in connection with the Expressway System or any part thereof, for any lawful purpose, provided, that:

(a) the Issuer shall remain fully obligated and responsible under this Trust Agreement to the same extent as if such lease, contract or agreement, or any amendment or rescission thereof, had not been executed, and

(b) the obligation of the Issuer under such lease, contract or agreement shall not impair the performance of the Issuer's obligations under this Trust Agreement.

SECTION 715. FINANCING OF NON-SYSTEM PROJECTS, ADDITION OF NON-SYSTEM PROJECTS TO THE EXPRESSWAY SYSTEM. Nothing in this Trust Agreement expressed or implied shall be construed as prohibiting the Issuer, if then authorized or permitted by law, from financing the acquisition or construction of any Non-System Project in accordance with the provisions of this Section.

No Non-System Projects shall be financed by the Issuer unless there shall be filed with the Issuer and the Trustee:

(a) an opinion of counsel to the Issuer to the effect that the Non-System Project or the indebtedness or other obligations incurred to finance such Non-System Project are not, directly or indirectly, secured by or payable from Revenues or issued under or secured by the provisions of this Trust Agreement and that the financing of the Non-System Project will not materially conflict with or constitute on the part of the Issuer a breach of or default under any of the covenants or provisions of this Trust Agreement,

(b) a statement, signed by a Traffic Consultant or General Engineering Consultant, to the effect that in its opinion the acquisition or construction of such Non-System Project will not materially adversely affect the Revenues or impair the operating efficiency of the Expressway System, and

(c) a statement, signed by a Traffic Consultant or General Engineering Consultant, to the effect that in its opinion the estimated gross revenues to be received from the operation of the Non-System Project, or otherwise pledged to the repayment thereof from other sources, will be sufficient to pay the estimated operating and maintenance expenses of such Non-System Project, any debt service or reserve requirements with respect thereto and any other necessary related costs and expenses.

If Non-System Projects are financed by the Issuer, the Issuer shall put in place necessary measures in order to account for, and keep separate and apart from Revenues and Operating Expenses, the gross revenues, if any, received from the operation of such Non-System Projects, as well as the operating and maintenance expenses of such Non-System Projects, any debt service or reserve requirements with respect thereto and any other necessary related costs and expenses.

Upon compliance with the following conditions, the Issuer may determine that a Non-System Project shall be redesignated as an Additional Project within the meaning of this Trust Agreement upon which such Non-System Project shall become a part of the Expressway System:

(i) the Issuer Board shall adopt a resolution redesignating such Non-System Project as an Additional Project and a part of the Expressway System;

(ii) there shall be filed with the Trustee a certificate or report of a Traffic Consultant or General Engineering Consultant stating that for the last succeeding Fiscal Year for which audited financial statements are available, the revenues received by the Issuer with respect to such Non-System Project (to the extent that such revenues would have constituted Revenues if such Non-System Project were part of the Expressway System) equaled or exceeded for such period the sum of (A) the operating expenses paid by the Issuer with respect to such Non-System Project (to the extent that such operating expenses would have constituted Current Expenses if such Non-System Project were part of the Expressway System), (B) any additional Current Expenses that would have been incurred by the Issuer if such Non-System Project had been a part of the Expressway System (as estimated by the Traffic Consultant or General Engineering Consultant) and (C) a reasonable renewal and replacement reserve deposit with respect to such Non-System Project, as determined by such Traffic Consultant; and

(iii) an Officer's Certificate stating that any outstanding indebtedness relating to such Non-System Project has been duly paid or defeased; provided, however, that the Issuer may incur Senior Lien Indebtedness or Subordinate Lien Indebtedness for the purpose of refinancing any outstanding indebtedness incurred to finance a Non-System Project upon compliance with the provisions of Section 716 or Section 717, as applicable.

SECTION 716. LIMITATION ON SENIOR LIEN INDEBTEDNESS.

Subject to the conditions hereinafter provided, the Issuer shall have the right to incur Senior Lien Indebtedness, subsequent to the issuance of the Series 2014 Bonds, for any purpose for which Bonds may be issued under Section 208, as provided in this Section.

(a) Long-Term Indebtedness constituting Senior Lien Indebtedness may be incurred if prior to incurrence there is delivered to the Trustee:

(i) an Officer's Certificate certifying that the Issuer was in compliance with the covenants set forth in Section 704(a), (b), (c) and (d) for the most recent Fiscal Year for which audited financial statements are available;

(ii) a report of a Traffic Consultant stating that for each Fiscal Year next succeeding the date on which such Long-Term Indebtedness is incurred through the final maturity date of any Long-Term Indebtedness, the forecasted Net Revenues in each such Fiscal Year is at least 150% of the Long-Term Debt Service Requirement with respect to all Outstanding Long-Term Indebtedness constituting Senior Lien Indebtedness (excluding any Long-Term Indebtedness constituting Senior Lien Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness proposed to be incurred;

(iii) a report of a Traffic Consultant stating that for each Fiscal Year next succeeding the date on which such Long-Term Indebtedness is incurred through the final maturity date of any Long-Term Indebtedness, the forecasted Net Revenues is at least 130% of the sum of (1) the Long-Term Debt Service Requirement with respect to all Outstanding Senior Lien Indebtedness and Subordinate Lien Indebtedness (excluding any Long-Term Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness to be incurred and (2) the amounts to be deposited in such Fiscal Year to the Senior Lien Parity Reserve Account and the Subordinate Lien Parity Reserve Account;

(iv) a report of a Traffic Consultant showing that for each Fiscal Year next succeeding the date on which such Long-Term Indebtedness is incurred through the final maturity date of any Long-Term Indebtedness, the forecasted Revenues in each Fiscal Year will be sufficient to make all of the deposits in each such Fiscal Year required by clauses (a) through (i) of Section 503; and

(v) evidence that such Senior Lien Indebtedness will be rated at an investment grade rating by Fitch, Moody's or S&P.

(b) Completion Indebtedness constituting Senior Lien Indebtedness may be incurred in an amount not exceeding 5% of the aggregate principal amount of the Long-Term Indebtedness constituting Senior Lien Indebtedness originally incurred by the Issuer to finance the costs of the Initial Project or any Additional Project; provided, however, that prior to the incurrence of such Completion Indebtedness, the Issuer shall furnish to the Trustee (i) a certificate of a licensed architect or engineer estimating the costs of completing the facilities for which such Completion Indebtedness is to be incurred and (ii) an Officer's Certificate certifying that the amount of such Completion Indebtedness to be incurred will be sufficient, together with other funds, if applicable, to complete construction of the facilities as estimated by the architect or engineer in respect of which such Completion Indebtedness is to be incurred and (iii) evidence that such Senior Lien Indebtedness will be rated at an investment grade rating by such credit rating agency.

(c) Long-Term Indebtedness constituting Senior Lien Indebtedness may be incurred without meeting the requirements of paragraph (a) of this Section 716 for the purpose of refunding all or any part of any Outstanding Long-Term Indebtedness constituting Senior Lien Indebtedness so as to render it no longer Outstanding if prior to incurrence thereof, an Officer's Certificate is delivered to the Trustee (i) stating that the proceeds of such Long-Term Indebtedness, together with interest earnings on the Defeasance Obligations to be acquired and other available funds, will be sufficient to pay the principal of and interest and any premium on the Long-Term Indebtedness to be refunded to the redemption or maturity date or dates and the expenses incident to the refunding, and (ii) stating that either (A) the Long-Term Debt Service Requirement for any Fiscal Year thereafter on account of all Long-Term Indebtedness constituting Senior Lien Indebtedness to be Outstanding after the incurrence of such Long-Term Indebtedness to accomplish the refunding and after the refunding of such Long-Term Indebtedness will not be greater than the Long-Term Debt Service Requirement on account of all Long-Term Indebtedness constituting Senior Lien Indebtedness Outstanding immediately prior to the incurrence of such Long-Term Indebtedness to accomplish such refunding, including the Long-Term Indebtedness to be refunded, provided that there is no limit for Fiscal Years beginning after the final maturity date of all Long-Term Indebtedness Outstanding prior to the proposed refunding or (B) the incurrence of such Long-Term Indebtedness to accomplish the refunding will satisfy the requirements of subsection (a) of this Section and (iii) evidence that such Senior Lien Indebtedness will be rated at an investment grade rating by Fitch, Moody's or S & P.

(d) Short-Term Indebtedness constituting Senior Lien Indebtedness may be incurred if, (i) immediately after the incurrence of such Short-Term Indebtedness, the Outstanding principal amount of all Short-Term Indebtedness

constituting Senior Lien Indebtedness does not exceed \$5,000,000; provided, however, that for a period of twenty (20) consecutive calendar days in each Fiscal Year, no such Short-Term Indebtedness shall be Outstanding, (ii) the proceeds of the Short-Term Indebtedness are to be used to pay Operating Expenses, and (iii) evidence that such Senior Lien Indebtedness will be rated at an investment grade rating by Fitch, Moody's or S&P.

(e) Put Indebtedness constituting Senior Lien Indebtedness may be incurred if prior to the incurrence of such Put Indebtedness (i) the conditions described in subsections (a), (b) or (c) of this Section are met and (ii) a Credit Facility exists to provide financing sufficient to pay the purchase price or principal of such Put Indebtedness on any date on which the Owner or Holder of such Put Indebtedness may demand payment thereof pursuant to the terms of such Put Indebtedness.

Whenever subsection (a) requires a certification for the most recent Fiscal Year preceding the date of incurrence of the Senior Lien Indebtedness in question for which audited financial statements are available, the Issuer may, in its discretion, provide a certificate, opinion or report of an independent accountant, in lieu of the audit for such Fiscal Year, on financial statements covering twelve (12) consecutive calendar months of the eighteen (18) full consecutive calendar months preceding the date of incurrence of the Senior Lien Indebtedness in question.

The Issuer may enter into Derivative Agreements with respect to Derivative Indebtedness constituting Senior Lien Indebtedness and providing for Derivative Agreement Regularly Scheduled Payments to be made as Senior Lien Derivative Agreement Regularly Scheduled Payments without compliance with any of the provisions of this Section 716.

Any incurrence of Senior Lien Indebtedness shall be accompanied by an Officer's Certificate of the Issuer to the Trustee stating that all conditions precedent thereto have been satisfied.

SECTION 717. LIMITATION ON SUBORDINATE LIEN INDEBTEDNESS. Subject to the conditions hereinafter provided, the Issuer shall have the right to incur Subordinate Lien Indebtedness in addition to the SIB Loan, subsequent to the issuance of the Series 2014 Bonds and the Series 2014 Bond, for any purpose for which Bonds may be issued under Section 208, as provided in this Section.

(a) Long-Term Indebtedness constituting Subordinate Lien Indebtedness may be incurred if prior to incurrence there is delivered to the Trustee:

(i) an Officer's Certificate certifying that the Issuer was in compliance with the covenants set forth in Section 704(a), (b), (c) and (d)

for the most recent Fiscal Year for which audited financial statements are available;

(ii) a report of a Traffic Consultant stating that for each Fiscal Year next succeeding the date on which such Long-Term Indebtedness is incurred through the final maturity date of any Long-Term Indebtedness, the forecasted Net Revenues in each such Fiscal Year is at least 130% the Long-Term Debt Service Requirement with respect to all Outstanding Senior Lien Indebtedness and Subordinate Lien Indebtedness (excluding any Long-Term Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness to be incurred; and

(iii) a report of a Traffic Consultant stating that for each Fiscal Year next succeeding the date on which such Long-Term Indebtedness is incurred through the final maturity date of any Long-Term Indebtedness, the forecasted, the projected Net Revenues in each Fiscal Year will be sufficient to make all of the deposits in each such Fiscal Year required by clauses (a) through (i) of Section 503.

(b) Completion Indebtedness constituting Subordinate Lien Indebtedness may be incurred in an amount not exceeding 5% of the aggregate principal amount of the Long-Term Indebtedness constituting Subordinate Lien Indebtedness originally incurred by the Issuer to finance the costs of the Initial Project or any Additional Project; provided, however, that prior to the incurrence of such Completion Indebtedness, the Issuer shall furnish to the Trustee (i) a certificate of a licensed architect or engineer estimating the costs of completing the facilities for which such Completion Indebtedness is to be incurred and (ii) an Officer's Certificate certifying that the amount of such Completion Indebtedness to be incurred will be sufficient, together with other funds, if applicable, to complete construction of the facilities as estimated by the architect or engineer in respect of which such Completion Indebtedness is to be incurred.

(c) Long-Term Indebtedness constituting Subordinate Lien Indebtedness may be incurred for the purpose of refunding all or any part of any Outstanding Long-Term Indebtedness constituting Senior Lien Indebtedness or Subordinate Lien Indebtedness so as to render it no longer Outstanding if prior to incurrence thereof, an Officer's Certificate is delivered to the Trustee (i) determining that the proceeds of such Long-Term Indebtedness, together with interest earnings on the Defeasance Obligations to be acquired and other available funds, will be sufficient to pay the principal of and interest and any premium on the Long-Term Indebtedness to be refunded to the redemption or maturity date or dates and the expenses incident to the refunding, and (ii) stating that either (A) the Long-Term Debt Service Requirement for any Fiscal Year thereafter on account of all Long-

Term Indebtedness to be Outstanding after the incurrence of such Long-Term Indebtedness to accomplish the refunding and after the refunding of such Long-Term Indebtedness will not be greater by more than 10% than the Long-Term Debt Service Requirement on account of all Long-Term Indebtedness Outstanding immediately prior to the incurrence of such Long-Term Indebtedness to accomplish such refunding, including the Long-Term Indebtedness to be refunded, or (B) the incurrence of such Long-Term Indebtedness to accomplish the refunding will satisfy the requirements of subsection (a) of this Section.

(d) Short-Term Indebtedness constituting Subordinate Lien Indebtedness may be incurred if, immediately after the incurrence of such Short-Term Indebtedness, the Outstanding principal amount of all Short-Term Indebtedness constituting Subordinate Lien Indebtedness does not exceed 25% of the General Reserve Fund balance at the end of the most recent Fiscal Year preceding the date of incurrence of such Short-Term Indebtedness for which audited financial statements are available; provided, however, that for a period of twenty (20) consecutive calendar days in each Fiscal Year, no such Short-Term Indebtedness shall be Outstanding.

(e) Put Indebtedness constituting Subordinate Lien Indebtedness may be incurred if prior to the incurrence of such Put Indebtedness (i) the conditions described in subsections (a), (b) or (c) of this Section are met and (ii) a Credit Facility exists to provide financing sufficient to pay the purchase price or principal of such Put Indebtedness on any date on which the Owner or Holder of such Put Indebtedness may demand payment thereof pursuant to the terms of such Put Indebtedness.

Whenever subsection (a) requires a certification for the most recent Fiscal Year preceding the date of incurrence of the Subordinate Lien Indebtedness in question for which audited financial statements are available, the Issuer may, in its discretion, provide a certificate, opinion or report of an independent accountant, in lieu of the audit for such Fiscal Year, on financial statements covering twelve (12) consecutive calendar months of the eighteen (18) full consecutive calendar months preceding the date of incurrence of the Subordinate Lien Indebtedness in question.

Notwithstanding the foregoing, the Issuer may enter into Derivative Agreements with respect to Derivative Indebtedness constituting Subordinate Lien Indebtedness and providing for Derivative Agreement Regularly Scheduled Payments to be made as Subordinate Lien Derivative Agreement Regularly Scheduled Payments without compliance with any of the provisions of this Section.

Any incurrence of Subordinate Lien Indebtedness shall be accompanied by an Officer's Certificate of the Issuer to the Trustee stating that all conditions precedent thereto have been satisfied.

SECTION 718. EMPLOYMENT OF CONSULTANTS. For the purpose of performing and carrying out the duties imposed upon an Insurance Consultant under this Trust Agreement, the Issuer shall from time to time employ an Insurance Consultant. A signed copy of any reports of any Insurance Consultant required hereby shall be filed with the Issuer and the Trustee. Except for any fees and expenses incurred under the provisions of Section 403, the cost of employing any Insurance Consultant shall be treated as an Operating Expense of the Expressway System.

For the purpose of causing to be performed and carried out the duties imposed on the Traffic Consultant or General Engineering Consultant under this Trust Agreement, the Issuer will employ one or more such consultants having a favorable repute for skill and experience for such work. Except for any fees and expenses incurred under the provisions of Section 403, the cost of employing any Traffic Consultant or General Engineering Consultant shall be treated as an Operating Expense of the Expressway System.

Notwithstanding any other provision of this Section 718, the Expressway Authority shall perform all of the duties of the Issuer under this Section 718 so long as the Lease-Purchase Agreement is in effect.

The Insurance Consultant, Traffic Consultant and General Engineering Consultant shall at all times have free access to all properties constituting the Expressway System for the purposes of inspection and examination, and the books, public records and accounts of the Issuer relating to the Expressway System may be examined by such consultants at all reasonable times.

SECTION 719. FURTHER INSTRUMENTS AND ACTIONS. The Issuer shall, from time to time, execute and deliver such further instruments or take such further actions as may be required to carry out the purposes of this Trust Agreement.

SECTION 720. USE OF REVENUES AND INCONSISTENT ACTIONS. The Issuer covenants and agrees that, so long as any of the Bonds or Parity Debt secured hereby are Outstanding or any Derivative Agreement relating to Bonds or Parity Debt is in effect, none of the Revenues will be used for any purpose other than as provided in this Trust Agreement, and that no contract or contracts will be entered into or any action taken by which the rights of Owners or Holder of Bonds or Parity Debt or the payee of any such Derivative Agreement Regularly Scheduled Payments might be impaired or diminished.

ARTICLE VIII REMEDIES

SECTION 801. EXTENSION OF INTEREST PAYMENT. If the time for the payment of the interest on any Bond or Parity Debt is extended, whether or not such

extension is by or with the consent of the Issuer, such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Trust Agreement and in such case the Owner of the Bond or Parity Debt for which the time for payment of interest was extended shall be entitled only to the payment in full of the principal of all Bonds and Parity Debt then Outstanding and of interest for which the time for payment shall not have been extended. The time for the payment of the interest on any Bond or Parity Debt shall not be extended in respect of any Bond or Parity Debt covered by a Bond Insurance Policy or Credit Facility without the consent of the Bond Insurer or the Credit Provider.

SECTION 802. EVENTS OF DEFAULT. Each of the following events is hereby declared an Event of Default:

- (a) payment of the principal of and the redemption premium, if any, on any of the Bonds, is not made when the same are due and payable, either at maturity or by redemption or otherwise;
- (b) payment of the interest on any of the Bonds is not made when the same is due and payable;
- (c) receipt by the Trustee of written notice from the Holder of any Parity Debt that any event of default has occurred and is continuing under such Parity Debt or Parity Debt Resolution, including the failure to pay when due and payable the principal of, premium, if any, and interest on such Parity Debt;
- (d) receipt by the Trustee of written notice from the counterparty under any Derivative Agreement that the Issuer has failed to make any Senior Lien Derivative Agreement Regularly Scheduled Payment or Subordinate Lien Derivative Agreement Regularly Scheduled Payment when due; and
- (e) the Issuer defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or this Trust Agreement, including any Supplemental Agreement, and such default continues for sixty (60) days after receipt by the Issuer of a written notice from the Trustee specifying such default and requesting that it be corrected, provided that if prior to the expiration of such 60-day period the Issuer institutes action reasonably designed to cure such default, no "Event of Default" shall be deemed to have occurred upon the expiration of such 60-day period for so long as the Issuer pursues such curative action with reasonable diligence.

SECTION 803. NO ACCELERATION OF MATURITIES. Notwithstanding anything in this Trust Agreement or in any Supplemental Agreement, Parity Debt Resolution to the contrary, in no event shall there be any acceleration of

payment of principal of or interest on any Bonds or Parity Debt as a result of the occurrence of any Event of Default under Section 802 or otherwise.

SECTION 804. REMEDIES. Upon the happening and continuance of any Event of Default specified in Section 802, then and in every such case the Trustee may, and upon the written request of the Owners or Holders of not less than 25% in aggregate principal amount of the Bonds and Parity Debt then Outstanding shall, proceed (subject to the provisions of Section 902) to protect and enforce its rights and the rights of the Owners or Holders of the Bonds and Parity Debt under applicable laws and under this Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, chosen by the Trustee, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under this Trust Agreement, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming, and at any time remaining, due from the Issuer for principal, interest or otherwise under any of the provisions of this Trust Agreement or of the Bonds and Parity Debt and unpaid, with interest on overdue payments of principal at the rate or rates of interest specified in such Bonds and Parity Debt, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds and Parity Debt, without prejudice to any other right or remedy of the Trustee or of the Owners or Holders of the Bonds and Parity Debt (except to the extent provided in this Trust Agreement), and to recover and enforce any judgment or decree against the Issuer, but solely as provided herein and in such Bonds and Parity Debt, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from moneys in the funds and accounts pledged to secure the Bonds and Parity Debt under the provisions of this Trust Agreement and any Supplemental Agreement, Parity Debt Resolution and any other moneys available for such purpose) in any manner provided by law, the moneys adjudged or decreed to be payable.

If an Event of Default shall occur and be continuing, then, unless the same shall then be prohibited under applicable law, a court of competent jurisdiction may appoint a receiver to administer and operate the Expressway System on behalf of the Issuer, with full power to pay and to provide for the payment of principal of and interest on the Bonds and Parity Debt and Derivative Agreement Regularly Scheduled Payments as the same shall become due, whether at maturity, pursuant to mandatory sinking fund redemption or otherwise, out of the funds and accounts available therefor, and the Operating Expenses of the Expressway System, to apply Revenues derived from such operation in accordance with the provisions of this Trust Agreement and any Supplemental Agreement, Parity

Debt Resolution, Lease-Purchase Agreement or Derivative Agreement, and to take such action to the extent permitted by law to cause to be remedied any Event of Default which shall occur or shall have occurred and be continuing; and with such other powers, subject to the direction of said court, as are accorded to receivers in general equity cases and under the applicable provisions of the laws of Florida; provided, that the power of such receiver to make provisions for the payment of principal of and interest on Bonds, Parity Debt and Derivative Agreement Regularly Scheduled Payments as aforesaid shall not be construed as including the power to pledge the general credit of the Issuer to such payments. Any appointment of a receiver under the foregoing provision shall not, by itself, constitute a separate Event of Default under Section 802.

SECTION 805. PRO RATA APPLICATION OF FUNDS. (a) Anything in this Trust Agreement to the contrary notwithstanding, if at any time the money in the Interest Account, the Principal Account and the Sinking Fund Account of Senior Lien Debt Service Fund is not sufficient to pay the interest on or the principal of Senior Lien Indebtedness as the same become due and payable, such money, together with any money then available or thereafter becoming available for such purposes (except for such money that has already been deposited in subaccounts of the Interest Account, Principal Account or Sinking Fund Account for a particular Series of Senior Lien Bonds or Senior Lien Parity Debt pursuant to the provisions of Section 503), whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied, after payment of amounts actually due the Trustee, including reasonable fees and expenses of the Trustee in exercising its rights and remedies hereunder:

(i) to the payment to the persons entitled thereto of all installments of interest on Senior Lien Indebtedness then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Senior Lien Indebtedness;

(ii) to the payment to the persons entitled thereto of the unpaid principal of any Senior Lien Indebtedness that shall have become due and payable (other than Senior Lien Indebtedness deemed to have been paid pursuant to the provisions of Section 1201 of this Trust Agreement), in the order of their due dates, with interest on the overdue principal at a rate equal to the rate on such Senior Lien Indebtedness, and, if the amount available shall not be sufficient to pay in full all of the amounts due on Senior Lien Indebtedness on any date, together with such interest, then to the payment ratably according to the amount of such principal due on such date, to the persons entitled thereto, without any discrimination or preference; and

(iii) to the payment of the interest on and the principal of Senior Lien Indebtedness, to the purchase and retirement of Senior Lien Indebtedness, and to the redemption of Senior Lien Indebtedness, all in accordance with the provisions of this Trust Agreement.

(b) Anything in this Trust Agreement to the contrary notwithstanding, if at any time the money in the Interest Account, the Principal Account and the Sinking Fund Account of the Subordinate Lien Debt Service Fund is not sufficient to pay the interest on or the principal of Subordinate Lien Indebtedness as the same become due and payable, such money, together with any money then available or thereafter becoming available for such purposes (except for such money that has already been deposited in subaccounts of the Interest Account, Principal Account or Sinking Fund Account for a particular Series of Subordinate Lien Bond or Subordinate Lien Parity Debt pursuant to the provisions of Section 503), whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied, after payment of the amounts actually due the Trustee, including reasonable fees and expenses of the Trustee in exercising its rights and remedies hereunder:

(i) to the payment to the persons entitled thereto of all installments of interest on Subordinate Lien Indebtedness then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Subordinate Lien Indebtedness;

(ii) to the payment to the persons entitled thereto of the unpaid principal of any Subordinate Lien Indebtedness that shall have become due and payable (other than Subordinate Lien Indebtedness deemed to have been paid pursuant to the provisions of Section 1201 of this Trust Agreement), in the order of their due dates, with interest on the overdue principal at a rate equal to the rate on such Subordinate Lien Indebtedness, and, if the amount available shall not be sufficient to pay in full all of the amounts due on Subordinate Lien Indebtedness on any date, together with such interest, then to the payment ratably according to the amount of such principal due on such date, to the persons entitled thereto, without any discrimination or preference; and

(iii) to the payment of the interest on and the principal of Subordinate Lien Indebtedness, to the purchase and retirement of Subordinate Lien Indebtedness, and to the redemption of Subordinate Lien Indebtedness, all in accordance with the provisions of this Trust Agreement.

(c) Whenever money is to be applied by the Trustee pursuant to the provisions of this Section 805, such money shall be applied by the Trustee at such times and from

time to time as the Trustee in its sole discretion shall determine, having due regard for the amount of money available for such application and the likelihood of additional money becoming available for such application in the future, (b) setting aside such money as provided herein in trust for the proper purpose shall constitute proper application by the Trustee and (c) the Trustee shall incur no liability whatsoever to the Issuer, to any Owner or to any other person for any delay in applying any such money so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Trust Agreement as may be applicable at the time of application by the Trustee. Whenever the Trustee exercises such discretion in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to the Owner of any Bond until such Bond is surrendered to the Trustee for appropriate endorsement or for cancellation if fully paid.

SECTION 806. EFFECT OF DISCONTINUANCE OF PROCEEDINGS.

If any proceeding taken by the Trustee or Owners or Holders of Bonds or Parity Debt on account of any Event of Default is discontinued or abandoned for any reason, then and in every such case, the Issuer, the Trustee and the Owners and the Holders of Bonds and Parity Debt shall be restored to their former positions and rights hereunder, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceedings had been taken.

SECTION 807. CONTROL OF PROCEEDINGS; RIGHTS OF BOND INSURERS AND CREDIT PROVIDERS. (a) Anything in this Trust Agreement to the contrary notwithstanding, the Owners or Holders of a majority in aggregate principal amount of Bonds and Parity Debt at any time Outstanding shall have the right, subject to the provisions of Section 902, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall be in accordance with law and the provisions of this Trust Agreement.

(b) A Bond Insurer or Credit Provider, as applicable, is entitled to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, in lieu of the Owners or Holders of the Bonds or Parity Debt secured by such Bond Insurer's Bond Insurance Policy or such Credit Providers Credit Facility, so long as such Bond Insurer or Credit Provider is not in default on its payment obligations and no Bankruptcy-Related Event with respect to such Bond Insurer or Credit Provider has occurred and is continuing.

SECTION 808. RESTRICTIONS UPON ACTION. Except as provided in Section 813, no Owner or Holder of Bonds or Parity Debt shall have any right to institute

any suit, action or proceeding in equity or at law on any Bonds or Parity Debt or for the execution of any trust hereunder or for any other remedy hereunder unless such Owner or Holder of Bonds or Parity Debt previously shall (a) has given to the Trustee written notice of the Event of Default on account of which suit, action or proceeding is to be instituted, (b) has requested the Trustee to take action after the right to exercise such powers or right of action, as the case may be, shall have accrued, (c) has afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name, and (d) has offered to the Trustee reasonable security and satisfactory indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Agreement or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Owners or Holders of not less than 25% in aggregate principal amount of Bonds and Parity Debt then Outstanding may institute any such suit, action or proceeding in their own names for the benefit of all Owners or Holders of Bonds and Parity Debt. It is understood and intended that, except as otherwise above provided, no one or more Owners or Holders of Bonds or Parity Debt shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Trust Agreement or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Owners and Holders of Bonds and Parity Debt and that any individual rights of action or other right given to one or more of such Owners or Holders by law are restricted by this Trust Agreement to the rights and remedies herein provided.

SECTION 809. ENFORCEMENT OF RIGHTS OF ACTION. All rights of action (including the right to file proof of claim) under this Trust Agreement or under any Bonds and Parity Debt may be enforced by the Trustee without the possession of any Bonds or Parity Debt or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners or Holders of Bonds or Parity Debt, and any recovery of judgment shall be for the equal benefit of the Owners or Holders of Bonds and Parity Debt, subject to the provisions of this Trust Agreement.

SECTION 810. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the Trustee or to the Owners or Holders of Bonds and Parity Debt is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 811. DELAY NOT A WAIVER. No delay or omission by the Trustee or of any Owner or Holder of Bonds or Parity Debt in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein, and every power or remedy given by this Trust Agreement to the Trustee and to the Owners or Holders of Bonds or Parity Debt may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Owners or Holder of not less than a majority in principal amount of the Bonds and Parity Debt then Outstanding shall, waive any Event of Default which in its opinion has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Trust Agreement or before the completion of the enforcement of any other remedies under this Trust Agreement, but no such waiver shall extend to or affect any other existing or subsequent Event of Default or impair any rights or remedies consequent thereon.

SECTION 812. NOTICE OF DEFAULT. The Trustee shall mail to (a) all Owners of Bonds at their addresses as they appear on the registration books and (b) all Holders of Parity Debt and counterparties under Derivative Agreements providing for Derivative Agreement Regularly Scheduled Payments who shall have filed their name with the Trustee for such purpose, written notice of the occurrence of any Event of Default within thirty (30) days after the Trustee has notice of the same pursuant to the provisions of Section 908 that any such Event of Default shall have occurred; provided, however that, except upon the happening of an Event of Default specified in clauses (a) and (b) of Section 802 of this Trust Agreement, the Trustee may withhold such notice to the Owners, Holders and counterparties under Derivative Agreements if in its opinion such withholding is in the interest of such Owners, Holders and Derivative Agreement counterparties. The Trustee shall not be subject to any liability to any such Owner, Holder or Derivative Agreement counterparty by reason of its failure to mail any such notice.

SECTION 813. RIGHT TO ENFORCE PAYMENT OF BONDS UNIMPAIRED. Nothing in this Article shall affect or impair the right of any Owner or Holder of Bonds or Parity Debt to enforce the payment of the principal of and interest on his Bond or Parity Debt or the obligation of the Issuer to pay the principal of and interest on each Bond or Parity Debt to the Owner or Holder thereof at the time and place specified in said Bond Parity Debt.

ARTICLE IX

THE TRUSTEE AND BOND REGISTRARS

SECTION 901. ACCEPTANCE OF TRUSTS. The Trustee by execution hereof accepts and agrees to fulfill the trusts imposed upon it by this Trust Agreement, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Trust Agreement, to all of which the Issuer, the Trustee and the respective Owners of the Bonds and any Holders of Parity Debt and Derivative Agreement counterparties agree. Prior to the occurrence of any Event of Default and after the curing of all such Events of Default that may have occurred, the Trustee shall perform such duties and only such duties of the Trustee as are specifically set forth in this Trust Agreement. Upon the occurrence and during the continuation of any Event of Default, the Trustee shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

No provision of this Trust Agreement or any Indebtedness or Derivative Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to any such Event of Default hereunder, and after the curing of any Event of Default that may have occurred:

(i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations of the Trustee as are specifically set forth in this Trust Agreement, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee and no permissive right of the Trustee under this Trust Agreement shall impose any duty on the Trustee to take such action, and

(ii) in the absence of willful misconduct on its part, the Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to it conforming to the requirements of this Trust Agreement, but in the case of any such certificate or opinion by which any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not on its face it conforms to the requirements of this Trust Agreement; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(i) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, and

(ii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners and Holders of not less than 25% or a majority, as this Trust Agreement shall require, in aggregate principal amount of the Bonds and Parity Debt then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any power conferred upon the Trustee under this Trust Agreement.

None of the provisions contained in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

SECTION 902. INDEMNIFICATION OF TRUSTEE AS CONDITION FOR REMEDIAL ACTION. The Trustee shall be under no obligation to institute any suit or to take any remedial proceeding (including, but not limited to, the appointment of a receiver) or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of any of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. The Trustee nevertheless may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Issuer, at the request of the Trustee, shall reimburse the Trustee from Revenues for all costs, expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Issuer shall fail to make such reimbursement, the Trustee may reimburse itself from any money in its possession under the provisions of this Trust Agreement and shall be entitled to a preference therefor over any Indebtedness Outstanding.

SECTION 903. LIMITATIONS ON OBLIGATIONS AND RESPONSIBILITIES OF TRUSTEE. The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Issuer, or to report, or make or file claims or proof of loss for, any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. Except as to the acceptance of the trusts under this Trust Agreement, the Trustee shall have no responsibility in respect of the validity or sufficiency of this Trust Agreement, or in respect of the validity of Bonds and Parity Debt or the due issuance or execution and delivery thereof. The Trustee shall be under

no obligation to see that any duties herein imposed upon the Issuer, any Bond Registrar, any consultant, any Depositary (other than a Depositary in which money shall have been deposited by the Trustee under the provisions of this Trust Agreement) or any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

SECTION 904. TRUSTEE NOT LIABLE FOR FAILURE OF ISSUER OR EXPRESSWAY AUTHORITY TO ACT. The Trustee shall not be liable or responsible because of the failure of the Issuer or the Expressway Authority or of any of their employees or agents to make any collections or deposits or to perform any act herein required of the Issuer or the Expressway Authority or because of the loss of any money arising through the insolvency or the act or default or omission of any Depositary (other than the Trustee or a Depositary in which such money shall have been deposited by the Trustee under the provisions of this Trust Agreement). The Trustee shall not be responsible for the application of any of the proceeds of Bonds or any other money deposited with it and invested, paid out, withdrawn or transferred hereunder if such application, investment, payment, withdrawal or transfer shall be made in accordance with the provisions of this Trust Agreement. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

SECTION 905. COMPENSATION AND INDEMNIFICATION OF TRUSTEE AND BOND REGISTRAR. Subject to the provisions of any contract between the Issuer and the Trustee or any Bond Registrar relating to the compensation of the Trustee or such Bond Registrar, the Issuer shall pay to the Trustee and each Bond Registrar from Revenues reasonable compensation for all services performed by them hereunder and also all their reasonable expenses, charges and other disbursements and those of their attorneys, agents and employees incurred in and about the administration and the performance of their powers and losses, expenses or other and, to the extent permitted by law, shall indemnify and save the Trustee and each Bond Registrar harmless against any liabilities that they may incur without negligence or bad faith on their part arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses (including reasonable attorneys' fees) of defending itself against any claim of liability. If the Issuer shall fail to cause any payment required by this Section to be made, the Trustee and each Bond Registrar may make such payment from any money in its possession under the provisions of this Trust Agreement and shall be entitled to a preference therefor over any Bonds and Parity Debt Outstanding hereunder. The Issuer covenants that it shall promptly deposit or cause to be deposited to the credit of the respective fund or account the amount withdrawn therefrom by the Trustee to make any such payment.

The obligations of the Issuer under this section shall survive the termination of this Trust Agreement and the resignation and removal of the Trustee.

SECTION 906. MONTHLY STATEMENTS FROM TRUSTEE. It shall be the duty of the Trustee, on or before the 15th day of each month, to file with the Issuer a statement setting forth in respect of the preceding calendar month:

(a) the amount withdrawn or transferred by it and the amount deposited with it on account of each fund, account or subaccount held by it under the provisions of this Trust Agreement or any Supplemental Agreement,

(b) the amount on deposit with it at the end of such month in each such fund, account or subaccount,

(c) a brief description of all obligations held by it as an investment of money in each such fund, account or subaccount,

(d) the amount applied to the payment, purchase or redemption of Bonds and Parity Debt under the provisions of Article V and a description of the Bonds or portions thereof so paid, purchased or redeemed, and

(e) any other information that the Issuer may reasonably request.

All records and files pertaining to Bonds and Parity Debt and the Expressway System in the custody of the Trustee not otherwise restricted or excluded from disclosure by the terms of this Trust Agreement, including, without limitation, Section 1002, shall be open at all reasonable times to the inspection of the Issuer and its agents and representatives.

SECTION 907. TRUSTEE MAY RELY ON CERTIFICATES; PROJECTIONS. (a) If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which this Trust Agreement provides for permitting or taking any action, the Trustee may rely upon any certificate required or permitted to be filed with it under the provisions of this Trust Agreement, and any such certificate shall be evidence of such fact and protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in absence of willful misconduct, by reason of the supposed existence of such fact. Except as otherwise provided in this Trust Agreement, any request, notice, certificate or other instrument from the Issuer to the Trustee shall be deemed to have been signed by the proper party or parties if signed by any Authorized Officer, and the Trustee may accept and rely upon a certificate signed by any Authorized Officer as to any action taken by the Issuer.

(b) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, note, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(c) Any request, direction, order or demand of the Issuer mentioned herein shall be sufficiently evidenced by an Officer's Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Issuer Board may be evidenced to the Trustee by a copy thereof certified by the Issuer Manager.

(d) The Trustee may consult with counsel and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reasonable reliance upon such advice.

(e) The Trustee shall not be liable for any action taken or omitted by it within the discretion or rights or powers conferred upon it by this Trust Agreement.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of agents and attorneys appointed with due care.

(g) The Trustee shall not be responsible or liable for punitive, special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) not caused by its gross negligence or willful misconduct irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of actions.

(h) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty.

(i) All the rights, protections, immunities and indemnities granted to the Trustee hereunder shall apply, to the extent applicable, to the Trustee in any other capacity hereunder, including as Bond Registrar.

SECTION 908. NOTICE OF DEFAULT. Except upon the happening of any Event of Default specified in subsections (a), (b), (e) or (f) of Section 802 or the explicit report of an Event of Default pursuant to the penultimate clause of Section 706, the Trustee shall not be obliged to take notice or be deemed to have notice of any Event of Default under this Trust Agreement unless specifically notified in writing of such

Event of Default by the Issuer or the Owners and Holders of not less than 25% in aggregate principal amount of Bonds and Parity Debt then Outstanding.

SECTION 909. TRUSTEE NOT RESPONSIBLE FOR RECITALS. The recitals, statements and representations contained herein and in the Bonds shall be taken and construed as made by and on the part of the Issuer and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

SECTION 910. TRUSTEE PROTECTED IN RELYING ON CERTAIN DOCUMENTS. The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in absence of willful misconduct, reasonably and in accordance with the terms of this Trust Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, or upon the written opinion of any attorney, engineer or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of this Trust Agreement or otherwise to the giving to any person of notice of the provisions hereof. Delivery of any reports, information and documents from any General Engineering Consultant, the Expressway Authority, Traffic Consultant or Insurance Consultant to the Trustee pursuant to this Trust Agreement is for informational purposes only, and the Trustee's receipt thereof shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants under this Trust Agreement (as to which the Trustee is entitled to certificates).

SECTION 911. TRUSTEE MAY PAY TAXES AND ASSESSMENTS. In case the Issuer shall fail to pay or cause to be paid any lawful tax, assessment or governmental charge or other charge upon any part of the Issuer to the extent, if any, that the Issuer may be deemed by the Trustee liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the Owners or Holders of Bonds and Parity Debt arising in consequence of such failure; and any amount at any time so paid under this Section shall be repaid upon demand by the Trustee by the Issuer, but the Trustee shall be under no obligation to make any such payment from sources provided in this Trust Agreement unless it shall have available or be provided with adequate funds for the purpose of such payment.

SECTION 912. RESIGNATION AND REMOVAL OF TRUSTEE SUBJECT TO APPOINTMENT OF SUCCESSOR. No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 915.

SECTION 913. RESIGNATION OF TRUSTEE. Subject to the provisions of Section 912, the Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing given to the Issuer, and mailed, postage prepaid, at the Trustee's expense, to each Owner and Holder of Bonds and Senior Lien Parity Debt, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

SECTION 914. REMOVAL OF TRUSTEE. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, (i) executed by the Owners and Holders of not less than a majority in aggregate principal amount of Bonds and Parity Debt then Outstanding and filed with the Issuer, or (ii) executed by an Authorized Officer, so long as no Event of Default shall have occurred and be continuing, in either case not less than sixty (60) days before such removal is to take effect as stated in said instrument of instruments. A photographic copy of any order, instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by the Issuer Secretary as having been received by the Issuer, shall be delivered promptly by the Issuer Secretary to the Trustee.

The Trustee may also be removed at any time for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Owners and Holders of not less than 25% in aggregate principal amount of Bonds and Parity Debt then Outstanding.

SECTION 915. APPOINTMENT OF SUCCESSOR TRUSTEE. If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the positions of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any reason, the Issuer shall appoint a Trustee to fill such vacancy. A successor Trustee shall not be required if the Trustee shall sell or assign substantially all of its trust business and the vendee or assignee shall continue in the trust business, or if a transfer of the trust department of the Trustee is required by operation of law, provided that such vendee, assignee or transferee is (i) a bank or trust company within or without the State which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, (ii) of good standing, and (iii) having a combined capital, surplus and undivided profits aggregating not less than One Hundred Million Dollars (\$100,000,000). The Issuer shall mail notice of any such appointment made by it, postage prepaid, to all Owners and Holders of Bonds and Parity Debt.

At any time within sixty (60) days after any such vacancy shall have occurred, the Owners and Holders of not less than 25% in principal amount of Bonds and Parity Debt then Outstanding, by an instrument or concurrent instruments in writing, executed by such Owners and filed with the Issuer, may nominate a successor Trustee, which the Issuer shall appoint and which shall supersede any Trustee theretofore appointed by the Issuer. Photographic copies, duly certified by the Issuer Secretary as having been received by the Issuer, of each such instrument shall be delivered promptly by the Issuer Secretary to the predecessor Trustee and to the Trustee so appointed by such Owners and Holders.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, any Owner or Holder of Bonds or Parity Debt or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any successor Trustee hereafter appointed shall be (i) a bank or trust company within or without the State which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, (ii) of good standing and (iii) having a combined capital, surplus and undivided profits aggregating not less than One Hundred Million Dollars (\$100,000,000).

SECTION 916. VESTING OF DUTIES IN SUCCESSOR TRUSTEE. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Issuer, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor; but such predecessor shall nevertheless, on the written request of its successor or of the Issuer and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 905, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities and powers of such predecessor hereunder; and every predecessor Trustee shall deliver all property and money held by it hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Issuer.

SECTION 917. REMOVAL AND RESIGNATION OF BOND REGISTRAR. A Bond Registrar may be removed at anytime, with or without cause, by the Issuer upon forty-five (45) days' written notice by the Issuer to such Bond Registrar. A copy of such written notice shall be delivered promptly by the Issuer to the Trustee. Upon receipt of such notice, the Trustee shall cause notice of such removal to be mailed,

postage prepaid, to the Owners not less than thirty (30) days before such removal is to take effect. All costs in connection with such notice shall be borne by the Issuer.

A Bond Registrar may resign and thereby become discharged from the duties, obligations and responsibilities of Bond Registrar under this Trust Agreement and the applicable Supplemental Agreement, by written notice delivered to the Issuer and the Trustee. Upon receipt of such notice the Trustee shall cause notice of such resignation to be mailed, postage prepaid, at such Bond Registrar's expense, to the Owners not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Bond Registrar hereunder if such new Bond Registrar shall be appointed before the time limited by such notice and shall then accept the duties, obligations and responsibilities of Bond Registrar under this Trust Agreement and the applicable Supplemental Agreement. If at any time thereafter a Bond Registrar shall resign, be removed, be dissolved or otherwise become incapable of acting, or the entity acting as Bond Registrar shall be taken over by any governmental official, agency, department or board, the position of Bond registrar shall thereupon become vacant. If the position of Bond Registrar shall become vacant for any reason, the Issuer shall appoint a Bond Registrar to fill such vacancy. A successor Bond Registrar shall not be required if a Bond Registrar shall sell or assign substantially all of its business and the vendee or assignee shall be qualified in the sole judgment of the Issuer to carry out the duties, obligations and responsibilities of Bond Registrar under this Trust Agreement. The Issuer shall promptly deliver written notice of any such appointment by it to the Trustee and mail such notice, postage prepaid, to all Owners of the applicable Bonds.

SECTION 918. CO-TRUSTEE. At any time, but subject to compliance with all applicable regulations, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the trust estate may at the time be located, the Issuer and the Trustee shall have power to appoint an additional institution or individual as a co-trustee or separate trustee, and upon the request of the Trustee or of 10% in aggregate principal amount of Bonds and Parity Debt then Outstanding the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint such institution or individual to act as co-trustee jointly with the Trustee or as a separate trustee of all or any part of the trust estate, and to vest in such person or institution, in such capacity, such title to the trust estate, or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

If the Issuer shall not have made such appointment within 30 days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The Trustee and the Issuer shall execute, acknowledge and deliver all such instruments as may be reasonably required by any such co-trustee or separate trustee for

more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) Bonds shall be authenticated and delivered, if applicable, and all rights, powers, trusts, duties and obligations by this Trust Agreement conferred upon the Trustee in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee;

(b) all rights, powers, trusts, duties and obligations conferred or imposed upon the Trustee by this Trust Agreement shall be conferred or imposed upon or exercised or performed by the Trustee, or by the Trustee and such co-trustee, or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or separate trustee;

(c) any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking or the refraining from taking of such action by such co-trustee or separate trustee;

(d) any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Trustee at any time by an instrument in writing with the concurrence of the Issuer may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section and in case an event of default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of or remove any such co-trustee or separate trustee without the concurrence of the Issuer, and upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(f) no Trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Owners and Holders of Bonds and Senior Lien Parity Debt and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee; and

(h) any money, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment, any such co-trustee or separate trustee shall be vested with such title to the trust estate or any part thereof, and with such rights, powers, duties, trusts or obligations as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Trust Agreement. Every such acceptance shall be filed with the Trustee and the Issuer.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the trust estate and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

ARTICLE X
EXECUTION OF INSTRUMENTS BY OWNERS AND
HOLDERS, PROOF OF OWNERSHIP OF BONDS OR
SENIOR LIEN PARITY DEBT, AND
DETERMINATION OF CONCURRENCE OF OWNERS

SECTION 1001. EXECUTION OF INSTRUMENTS. Any request, direction, consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by any Owners or Holders of Bonds or Parity Debt may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners or Holders or their attorneys or legal representatives or legal representative of his estate if the Owner or Holder is deceased. Proof of the execution of any such instrument and of the ownership of Bonds and Parity Debt shall be sufficient for any purpose of this Trust Agreement and shall be conclusive in favor of the Trustee and the Issuer with regard to any action taken by either under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the verification, by any officer in any jurisdiction who by the laws thereof has power to take affidavits within such jurisdictions, to the effect that such instrument was subscribed and sworn to before him or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(b) The ownership of Bonds shall be proved by the registration books kept under the provisions of Section 205. The ownership or holding of Parity Debt shall be proved as provided in the related Parity Debt Resolution, as the case may be.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Owner or Holder of Bonds or Parity Debt shall bind every future Owner or Holder of the same Bonds or Parity Debt in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, the Trustee shall not be required to recognize any person as an Owner or Holder of Bonds or Parity Debt or to take any action at such an Owner's or Holder's request unless such Bonds or Parity Debt shall be deposited with it.

SECTION 1002. PRESERVATION OF INFORMATION; COMMUNICATIONS. (a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Owners received by the Trustee from the Bond Registrar.

(b) If an Owner which is a Securities Depository Nominee or three or more Owners which are not Securities Depository Nominees (hereinafter collectively referred to as "applicants") apply in writing to the Trustee and furnish reasonable proof that each such applicant has owned a Bond for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Owners with respect to their rights under this Trust Agreement or under the Bonds and such application, at its election, either (i) afford such applicants access to the information preserved at the time by the Trustee in accordance with subsection (a) of this Section, or (ii) inform such applicants as to the approximate number of Owners whose names and addresses appear in the information preserved at the time by the Trustee in accordance with sub-section (a) of this Section, and as to the approximate cost of mailing to such Owners the form of communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Owner whose name and address appears in the information preserved at the time by the Trustee in accordance with subsection (a) of this Section a copy of the form of communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing.

(c) Every Owner, by receiving and holding one or more Bonds, agrees with the Issuer and the Trustee that neither the Issuer nor the Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Owners in accordance with subsection (b) of this Section, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under such subsection.

ARTICLE XI SUPPLEMENTAL TRUST AGREEMENTS

SECTION 1101. SUPPLEMENTAL TRUST AGREEMENT WITHOUT CONSENT. The Issuer and the Trustee may, from time to time and at any time, execute and deliver supplemental trust agreements hereto (which supplemental trust agreements shall thereafter form a part hereof) as shall be substantially consistent with the terms and provisions of this Trust Agreement and, as evidenced by an opinion of counsel delivered to the Trustee, shall not materially and adversely affect the interest of the Owners and Holders:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein that may be inconsistent with any other provision herein, to make any other provisions with respect to matters or questions arising under this Trust Agreement, or to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this Trust Agreement, or

(b) to grant or to confer upon the Trustee, for the benefit of the Owners or Holders, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners, the Holders or the Trustee, or

(c) to add to the provisions of this Trust Agreement other conditions, limitations and restrictions thereafter to be observed, or

(d) to add to the covenants and agreements of the Issuer in this Trust Agreement other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer, or

(e) to permit the qualification of this Trust Agreement under any federal statute now or hereafter in effect or under any state blue sky law, and, in connection therewith, if the Issuer so determines, to add to this Trust Agreement or any supplemental trust agreement such other terms, conditions and provisions as may be permitted or required by such federal statute or blue sky law.

At least thirty (30) days prior to the execution and delivery of any supplemental trust agreement for any of the purposes of this Section, the Trustee shall cause a notice of the proposed execution and delivery of such supplemental trust agreement to be mailed, postage prepaid, to all Owners of Bonds and Holders of Parity Debt. Such notice shall briefly set forth in the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners of Bonds and Holders of Parity Debt. A failure on the part of

the Trustee to mail the notice required by this Section shall not affect the validity of such supplemental trust agreement.

SECTION 1102. SUPPLEMENTAL TRUST AGREEMENT WITH CONSENT. Subject to the terms and provisions contained in this Section, and not otherwise, the Owners and Holders of not less than a majority in aggregate principal amount of Senior Lien Indebtedness then Outstanding, the Owners and Holders of not less than a majority in aggregate principal amount of the Subordinate Lien Indebtedness then Outstanding shall have the right, from time to time, anything contained in this Trust Agreement to the contrary notwithstanding, to consent to and approve the execution and delivery of such supplemental trust agreements as are deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Trust Agreement or in any supplemental trust agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Senior Lien Indebtedness or Subordinate Lien Indebtedness without the consent of the Owner or Holder of such Senior Lien Indebtedness or Subordinate Lien Indebtedness, (b) a reduction in the principal amount of any Senior Lien Indebtedness or Subordinate Lien Indebtedness or the redemption premium or the rate of interest on any Senior Lien Indebtedness or Subordinate Lien Indebtedness without the consent of the Owner or Holder of such Senior Lien Indebtedness or Subordinate Lien Indebtedness, (c) the creation of a pledge, charge and lien upon the Revenues other than the pledge, charge and lien created by this Trust Agreement without the consent of all of the Owners and Holders of Senior Lien Indebtedness or Subordinate Lien Indebtedness then Outstanding, (d) a preference or priority of any Senior Lien Indebtedness or Subordinate Lien Indebtedness over any other Senior Lien Indebtedness or Subordinate Lien Indebtedness except as expressly provided by this Trust Agreement without the consent of all of the Owners and Holders of Senior Lien Indebtedness or Subordinate Lien Indebtedness then Outstanding, or (e) a reduction in the aggregate principal amount of the any Senior Lien Indebtedness or Subordinate Lien Indebtedness required for consent to such supplemental trust agreement without . the consent of all of the Owners and Holders of Senior Lien Indebtedness or Subordinate Lien Indebtedness then Outstanding. For purposes of clauses (a) through (e) of this paragraph, notwithstanding any provisions herein or in any Supplemental Agreement or Parity Debt Resolution to the contrary, a Bond Insurer or Credit Provider shall not be deemed to be the Owner or Holder of Senior Lien Indebtedness or Subordinate Lien Indebtedness.

Nothing herein contained, however, shall be construed as making necessary the approval by Owners or Holders of Senior Lien Indebtedness or Subordinate Lien Indebtedness of the execution and delivery of any supplemental trust agreement as authorized in Section 1101. Furthermore, notwithstanding for the foregoing provisions of this Section, to the extent that the Holders or Owners of Senior Lien Indebtedness or Subordinate Lien Indebtedness, as the case may be, are not "affected" by the proposed

supplemental trust agreement as provided in Section 1103, the consent of such Owners and Holders of not less than a majority in aggregate principal amount of Senior Lien Indebtedness and Subordinate Lien Indebtedness then Outstanding, as the case may be, shall not be required as provided in the preceding paragraph.

If at any time the Issuer and the Trustee determines that it is necessary or desirable to execute and deliver any supplemental trust agreement for any of the purposes of this Section, the Trustee shall cause notice of the proposed supplemental trust agreement to be mailed, postage prepaid, to all Owners Bonds affected thereby at their addresses as they appear on the registration books and to all Holders of Parity Debt affected thereby in accordance with the related Parity Debt Resolution as of the date of mailing such notice. Such notice shall briefly set forth the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all such Owners and Holders of Bonds and Parity Debt. The Trustee shall not, however, be subject to any liability to any Owner or Holder of Bonds or Parity Debt by reason of its failure to cause the notice required by this Section to be mailed, and any such failure to cause the notice required by this Section to be mailed and any such failure shall not affect the validity of such supplemental trust agreement when consented to and approved as provided in this Section.

Whenever, at any time within three (3) years after the date of the mailing of such notice, the Issuer delivers to the Trustee an instrument or instruments in writing purporting to be executed by the Owners or Holders of not less than a majority in aggregate principal amount of Senior Lien Indebtedness and Subordinate Lien Indebtedness then Outstanding that are affected by a proposed supplemental trust agreement, which instrument or instruments shall refer to the proposed supplemental trust agreement described in such notice and shall specifically consent to and approve the execution and delivery thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer and the Trustee may execute and deliver such supplemental trust agreement in substantially such form, without liability or responsibility to any Owner or Holder of any Senior Lien Indebtedness or Subordinate Lien Indebtedness whether or not such Owner or Holder shall have consented thereto.

If the Owners or Holders of not less than a majority in aggregate principal amount of any Senior Lien Indebtedness or Subordinate Lien Indebtedness then Outstanding at the time of the execution and delivery of such supplemental trust agreement and that are affected, as defined in Section 1103, by a proposed supplemental trust agreement have consented to and approved the execution and delivery thereof as herein provided, to the extent permitted by law, no Owner or Holder of any Senior Lien Indebtedness or Subordinate Lien Indebtedness shall have any right to object to the execution and delivery of such supplemental trust agreement, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the execution and delivery thereof, or to enjoin or restrain the Issuer and the Trustee from

executing and delivering the same or from taking any action pursuant to the provisions thereof.

So long as a Bond Insurer or Credit Provider has not defaulted on its payment obligations under any outstanding Bond Insurance Policy or Credit Facility, as applicable, and no Bankruptcy-Related Event has occurred and is continuing with respect to such Bond Insurer or Credit Provider, as applicable, such Bond Insurer or Credit Provider may provide the consent of the Owners or Holders of all Bonds or Parity Debt secured by such Bond Insurance Policy or Credit Facility in lieu of obtaining the consent of such Owners or Holders.

SECTION 1103. SENIOR LIEN INDEBTEDNESS AND SUBORDINATE LIEN INDEBTEDNESS AFFECTED. For purposes of this Trust Agreement, Senior Lien Indebtedness and Subordinate Lien Indebtedness shall be deemed to be "affected" by a supplemental trust agreement if the same adversely affects or diminishes the rights of the Owners or Holders of such Senior Lien Indebtedness and Subordinate Lien Indebtedness against the Issuer or the rights of such Owners or Holders in the security for such Senior Lien Indebtedness and Subordinate Lien Indebtedness. The Trustee who may rely upon a written opinion of legal counsel, may in its discretion determine whether any Senior Lien Indebtedness and Subordinate Lien Indebtedness would be affected by any supplemental trust agreement, and any such determination shall be conclusive upon the Owners and Holders of all Senior Lien Indebtedness and Subordinate Lien Indebtedness, whether theretofore or thereafter issued or incurred. The Trustee shall not be liable for any such determination made in good faith.

SECTION 1104. SUPPLEMENTAL TRUST AGREEMENTS PART OF TRUST AGREEMENT. Any supplemental trust agreement executed and delivered in accordance with the provisions of this Article shall thereafter form a part of this Trust Agreement, and this Trust Agreement shall be and be deemed to be modified and amended in accordance therewith. Thereafter the respective rights, duties and obligations under the Trust Agreement of the Issuer, the Trustee and all Owners of Bonds and Holders of Parity Debt then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Trust Agreement as so modified and amended. If any supplemental trust agreement is executed and delivered, Bonds issued thereafter and Parity Debt incurred thereafter may contain an express reference to such supplemental trust agreement, if deemed necessary or desirable by the Issuer.

SECTION 1105. NOT A SUPPLEMENTAL TRUST AGREEMENT. For purpose of this Article, a Supplemental Agreement or Parity Debt Resolution that relates only to a particular Series of Bonds issued hereunder or Parity Debt incurred under a Parity Debt Resolution and that does not purport to alter or amend the rights or security of any Owners of any Bonds of any other Series issued hereunder or any Holder of any other Parity Debt incurred hereunder shall not be deemed or considered to be a supplemental trust agreement for purposes of this Article.

SECTION 1106. TRUSTEE AUTHORIZED TO ENTER IN TO SUPPLEMENTAL TRUST AGREEMENTS. (a) The Trustee is hereby authorized to join in the execution of any supplemental trust agreement, to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into any such supplemental trust agreement that adversely affects the Trustee's own rights, duties or immunities under this Trust Agreement or otherwise.

(b) The Trustee, subject to the provisions of Section 701, may receive an opinion of counsel as conclusive evidence that any such supplemental trust agreement complies with the provisions of this Article XI.

ARTICLE XII DEFEASANCE

SECTION 1201. RELEASE OF TRUST AGREEMENT. When:

(a) the Bonds and Parity Debt secured hereby shall have become due and payable in accordance with their terms or otherwise as provided in this Trust Agreement, and the whole amount of the principal and the interest and premium, if any, and other amounts so due and payable thereon shall be paid; and

(b) if the Bonds and Parity Debt shall not have become due and payable in accordance with their terms, the Trustee or any Bond Registrar shall hold, sufficient (i) money or (ii) Defeasance Obligations or a combination of (i) and (ii) of this clause (b), the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on all Bonds and Parity Debt then Outstanding to the maturity date or dates of such Bonds and Parity Debt or to the date or dates specified for the redemption thereof, as verified by a verification agent acceptable to the Trustee; and

(c) if Bonds or Parity Debt are to be called for redemption or prepayment, irrevocable instructions to call the Bonds or Parity Debt for redemption or prepayment shall have been given by the Issuer to the Trustee; and

(d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by the Issuer, including any Derivative Agreement Regularly Scheduled Payments; then and in that case the right, title and interest of the Trustee in the funds, accounts and subaccounts mentioned in this Trust Agreement shall thereupon cease, determine and become void and, upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel approved by the Trustee, to the effect that all conditions precedent to the release of this Trust Agreement have been satisfied, the Trustee shall release this Trust Agreement and shall execute such documents to evidence such release as may be required by such counsel, and the Trustee shall turn over to the Issuer any surplus in, and all balances remaining in, all funds, accounts and subaccounts other than money held for the redemption or payment of Bonds or Parity Debt. Otherwise, this Trust Agreement shall be, continue and remain in full force and effect; provided, however, that in the event Defeasance Obligations shall be deposited with and held by the Trustee or the Bond Registrar as hereinabove provided, (i) in addition to the requirements set forth in Article III, the Trustee, within thirty (30) days after such Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Trustee to be mailed, postage prepaid, to all Owners and to all Holders of Bonds and Parity Debt, setting forth (a) the date or dates, if any, designated for the redemption of the Bonds or Parity

Debt, (b) a description of the Defeasance Obligations so held by it, and (c) that this Trust Agreement has been released in accordance with the provisions of this Section, and (ii) (a) the Trustee shall nevertheless retain such rights, powers and privileges under this Trust Agreement as may be necessary and convenient in respect of the Bonds and Parity Debt for the payment of the principal, interest and any premium for which such Defeasance Obligations have been deposited and (b) each Bond Registrar shall retain such rights, powers and privileges under this Trust Agreement as may be necessary and convenient for the registration, transfer and exchange of Bonds; provided, however, that failure to mail such notice to any Owner or to the Owners, or to any such Holder or to such Holders, or any defect in such notice so mailed, shall not affect the validity of the release of this Trust Agreement.

All money and Defeasance Obligations held by the Trustee or any Bond Registrar pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

ARTICLE XIII MISCELLANEOUS PROVISIONS

SECTION 1301. SUCCESSORSHIP OF ISSUER. In the event the Issuer for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Trust Agreement by or on behalf of or for the benefit of the Issuer shall bind or inure to the benefit of the successor or Issuer from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term "Issuer" as used in this Trust Agreement shall include such successor or successors.

SECTION 1302. SUCCESSORSHIP OF DEPOSITORY AND BOND REGISTRAR. Any bank or trust company with or into which a Depository or Bond Registrar may be merged or consolidated, or to which the assets and business of such Depository or Bond Registrar may be sold, shall be deemed the successor of such Depository or Bond Registrar for the purposes of this Trust Agreement. If the position of any Depository shall become vacant for any reason or the position of Bond Registrar shall become vacant for any reason not provided for by Section 917, the Issuer shall appoint a bank or trust company to fill such vacancy within 30 days thereafter; provided, however, that if the Issuer shall fail to appoint such Depository or Bond Registrar within such period, the Trustee shall make such appointment; provided, however, that the Trustee shall not be liable for the failure to make such appointment.

SECTION 1303. MANNER OF GIVING NOTICE. All notices, demands and requests to be given to or made hereunder by the Issuer or the Trustee shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (a) As to the Issuer--
Osceola County, Florida
1 Courthouse Square
Kissimmee, Florida 34741
Attention: County Manager
- (b) As to the Trustee--
Branch Banking and Trust Company
223 West Nash Street
Wilson, NC 27893
Attention: Corporate Trust Department

Any such notice, demand or request may also be transmitted to the appropriate above- mentioned party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered or certified mail, return receipt requested, postage prepaid, to the other parties by the party effecting the change.

All documents received by the Trustee under the provisions of this Trust Agreement, or photographic copies thereof, shall be retained in its possession until this Trust Agreement shall be released under the provisions of Section 1201, subject at all reasonable times to the inspection of the Issuer, any Owner and the agents and representatives thereof.

SECTION 1304. SUBSTITUTE MAILING. If, because of the temporary or permanent suspension of postal service, the Issuer or the Trustee shall be unable to mail any notice required to be given by the provisions of this Trust Agreement, the Issuer or the Trustee shall give notice in such other manner as in the judgment of the Issuer or the Trustee shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

SECTION 1305. PARTIES, BOND REGISTRAR, OWNERS AND HOLDERS ALONE HAVE RIGHTS UNDER TRUST AGREEMENT. Except as herein or in a Supplemental Agreement otherwise expressly provided, nothing in this Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Trustee, each Bond Registrar, the Issuer, the Owners of Bonds and the Holders of Parity Debt, each Bond Insurer and the providers of any Derivative Agreement (but only to the extent provided in Section 1313) any right, remedy or claim, legal or equitable, under or by reason of this Trust Agreement or any provision being intended to be and being for the sole and exclusive benefit of the Trustee, the Issuer, each Bond Registrar, the Owners of Bonds and the Holders of Parity Debt and the providers of any Derivative Agreement (but only to the extent provided in Section 1313).

SECTION 1306. EFFECT OF PARTIAL INVALIDITY. In case any one or more of the provisions of this Trust Agreement, any Supplemental Agreement or any Parity Debt Resolution, or any Bonds or any Parity Debt, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Trust Agreement or such other documents or instruments, but this Trust Agreement and such other documents or instruments shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in this Trust Agreement such other

documents or instruments shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent permitted by law.

SECTION 1307. EFFECT OF COVENANTS; GOVERNING LAW. All covenants, stipulations, obligations and agreements of the Issuer contained in this Trust Agreement, any Supplemental Agreement or any Parity Debt Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent permitted by the Constitution and laws of the State. This Trust Agreement is executed and delivered with the intent that the laws of the State shall govern its construction.

SECTION 1308. NO RECOURSE AGAINST MEMBERS, OFFICERS OR EMPLOYEES OF ISSUER OR EXPRESSWAY AUTHORITY. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Trust Agreement, or in any Bond or Parity Debt hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the Issuer or the Expressway Authority, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee of the Issuer or the Expressway Authority, either directly or through the Issuer or the Expressway Authority for the payment for or to, the Issuer or the Expressway Authority or any receiver of the Issuer or the Expressway Authority, or for, or to, any Owner of Bonds or Holder of Parity Debt or otherwise, of any sum that may be due and unpaid upon any such Bond or Parity Debt. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Issuer or any receiver of the Issuer or the Expressway Authority, or for, or to, any Owner of Bonds or Holder of Parity Debt or otherwise, of any sum that may remain due and unpaid upon the Bonds or any Parity Debt hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Trust Agreement and the issuance of Bonds and the incurrence of Parity Debt.

SECTION 1309. DEALING IN BONDS OR PARITY DEBT. The Trustee and any Bond Registrar, and their directors, officers, employees or agents, and any officer, employee or agent of the Issuer, may in good faith, buy, sell, own, hold and deal in any Bonds or Parity Debt and may join in any action which any Owner or Holder thereof may be entitled to take with like effects as if such Trustee were not a Trustee and such bank or trust company were not the Bond Registrar under this Trust Agreement or as if such officer, employee or agent of the Issuer did not serve in such capacity.

SECTION 1310. HEADINGS. Any heading preceding the text of the several articles hereof, any table of contents or marginal notes appended to copies hereof, shall

be solely for convenience of reference and shall not constitute a part of this Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 1311. FURTHER AUTHORITY. The officers of the Issuer, attorneys, engineers and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Trust Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Trust Agreement.

SECTION 1312. PAYMENT DUE ON HOLIDAYS. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Trust Agreement is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the date provided in this Trust Agreement.

SECTION 1313. TREATMENT OF DERIVATIVE AGREEMENTS. Anything in this Trust Agreement to the contrary notwithstanding, the counterparty under any Derivative Agreement providing for Senior Lien Derivative Agreement Regularly Scheduled Payments, Subordinate Lien Derivative Agreement Regularly Scheduled Payments or otherwise shall have no rights under this Trust Agreement to direct the method and place of conducting any remedial proceedings to be taken by the Trustee hereunder and shall have no voting rights with respect thereto or for any other purpose under this Trust Agreement, but shall only have the right to enforce those specific rights granted to such counterparties under this Trust Agreement, including, without limitation, those rights with respect to Section 503.

SECTION 1314. MULTIPLE COUNTERPARTS. This Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Trust Agreement to be executed in their respective names by their respective duly authorized representatives all as of the date first written above.

OSCEOLA COUNTY, FLORIDA

By: _____
Chairman

Attest:

County Manager,
Clerk of the Issuer Board

**BRANCH BANKING AND TRUST
COMPANY, as Trustee**

By: _____
Title: _____

EXHIBIT A

Requisition No. _____

FORM OF REQUISITION AND CERTIFICATE

_____, 20__

Branch Banking and Trust Company
223 West Nash Street
Wilson, NC 27893
Attention: Corporate Trust Department

Dear Sir or Madam:

On behalf of Osceola County, Florida (the "Issuer"), in connection with \$ [Senior] [Subordinate] Lien Revenue Bonds, Series _____ (_____ Project), (the "Bonds") issued by the Issuer, I hereby requisition from you funds held in the [Project Account] [Series _____ Subaccount of the Additional Projects Account] of the Osceola County, Florida Authority Project Fund (the "Project Fund") in accordance with the Trust Agreement, dated as of April 1, 2014 (the "Trust Agreement"), between the Issuer and yourself, as trustee (the "Trustee") and the Supplemental Trust Agreement, dated as of _____, 20__ (the "Supplemental Agreement"), between the Issuer and the Trustee, the sum of \$_____ payable to _____ for _____.

☐ Check if requisition is to fund or reimburse the revolving fund authorized by Section 404 of the Trust Agreement.

I hereby certify that (a) the obligation to make such payment was incurred by the Issuer in connection with the construction and equipping of the _____ Project (as defined in the Supplemental Agreement) or is a cost of issuance relating to the issuance of the Bonds, is presently due and payable, is a proper charge against the Project Fund and has not been the basis for any prior requisition which has been paid; (b) the Issuer has not received written notice of any lien, right to lien or attachment upon, or claim affecting the right of such payee to receive payment of any of the money payable under this requisition to any of the persons, firms or corporations named herein, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been satisfied or discharged or will be satisfied or discharged upon payment of

this requisition or provision made to adequately protect the Trustee and the Owners from incurring any loss as a result of the same; and (c) this requisition contains no items representing payment on account of any retainage which the Issuer is entitled to retain at this date.

[Insert one of the two following paragraphs as applicable]

[I hereby further certify that such requisition contains no items for the payment of the purchase price or cost of any lands, property, property rights, rights-of-way, easements, franchises or interests in or relating to lands, other than lands, property, property rights, rights-of-way, easements, franchises or interests already constituting a part of the Expressway System.]

I hereby further certify that the land, property, property rights, rights of way, easements, franchises or other interest being acquired by the Issuer in connection with this requisition are being acquired by the Issuer in furtherance of the construction or acquisition of the Project.]

All capitalized terms not otherwise defined herein shall have the same meaning in the Trust Agreement.

Authorized Officer

[If such item of payment is directly related to the acquisition of interests in land, attach Issuer Attorney opinion required by Section 405(b) of the Trust Agreement.]

F. 2.

brightline[®]

CFX BOARD UPDATE

PATRICK GODDARD, PRESIDENT
DECEMBER 13, 2018







PHASE 1 UPDATE

PHASE 2 UPDATE/OVERVIEW

RECENT MILESTONES

VIRGIN GROUP PARTNERSHIP

PREFERRED ALIGNMENT



MIAMI - FORT LAUDERDALE - WEST PALM BEACH PHASE ONE UPDATE



ORLANDO EXTENSION



- Located at Orlando International Airport
- Links local and intercity fixed transportation systems with air, bus, rental cars, parking and ground transportation
- Brightline's Orlando station will provide more than half of Florida residents with a reliable, affordable transportation alternative
- Building a 82-acre Vehicle Maintenance Facility that will employ more than 100 people



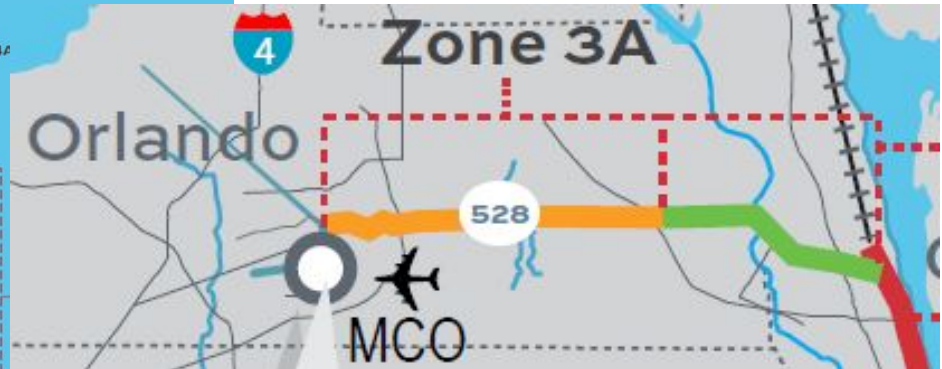
- Approval of \$1.75B in Private Activity Bonds
- Brightline Agreed To Acquire XpressWest
- Approval by FDOT & CFX to Negotiate For Use of Public ROW Connecting Orlando to Tampa
- Reached Settlement Agreement with Martin County and CARE
- Announced Partnership with Virgin Group





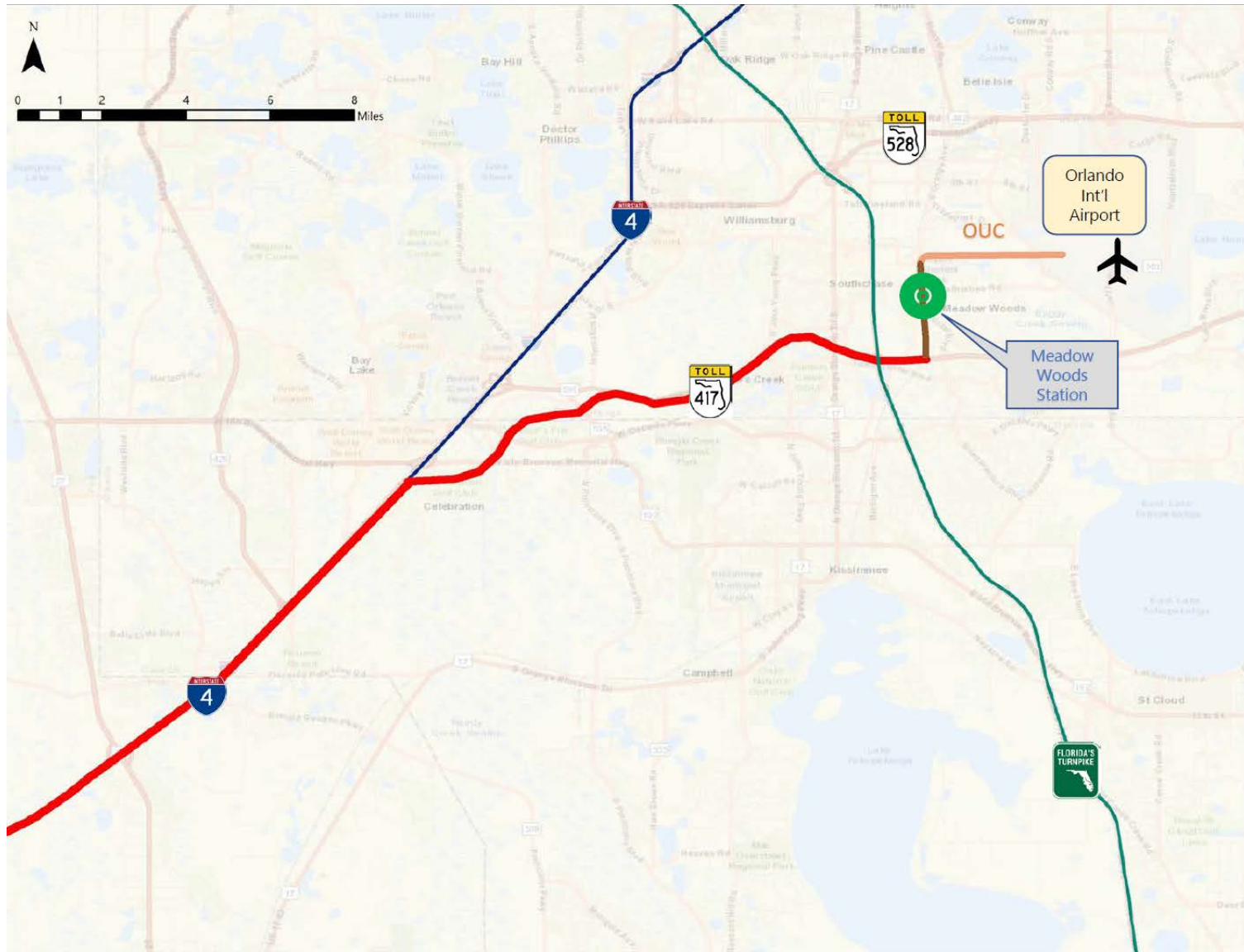
- Brightline and Virgin Group to form a strategic partnership
- Brightline will leverage the Virgin brand and establish “Virgin Trains USA”
- Virgin Group will make a minority investment in Brightline
- Brightline’s executive team will continue to oversee daily operations



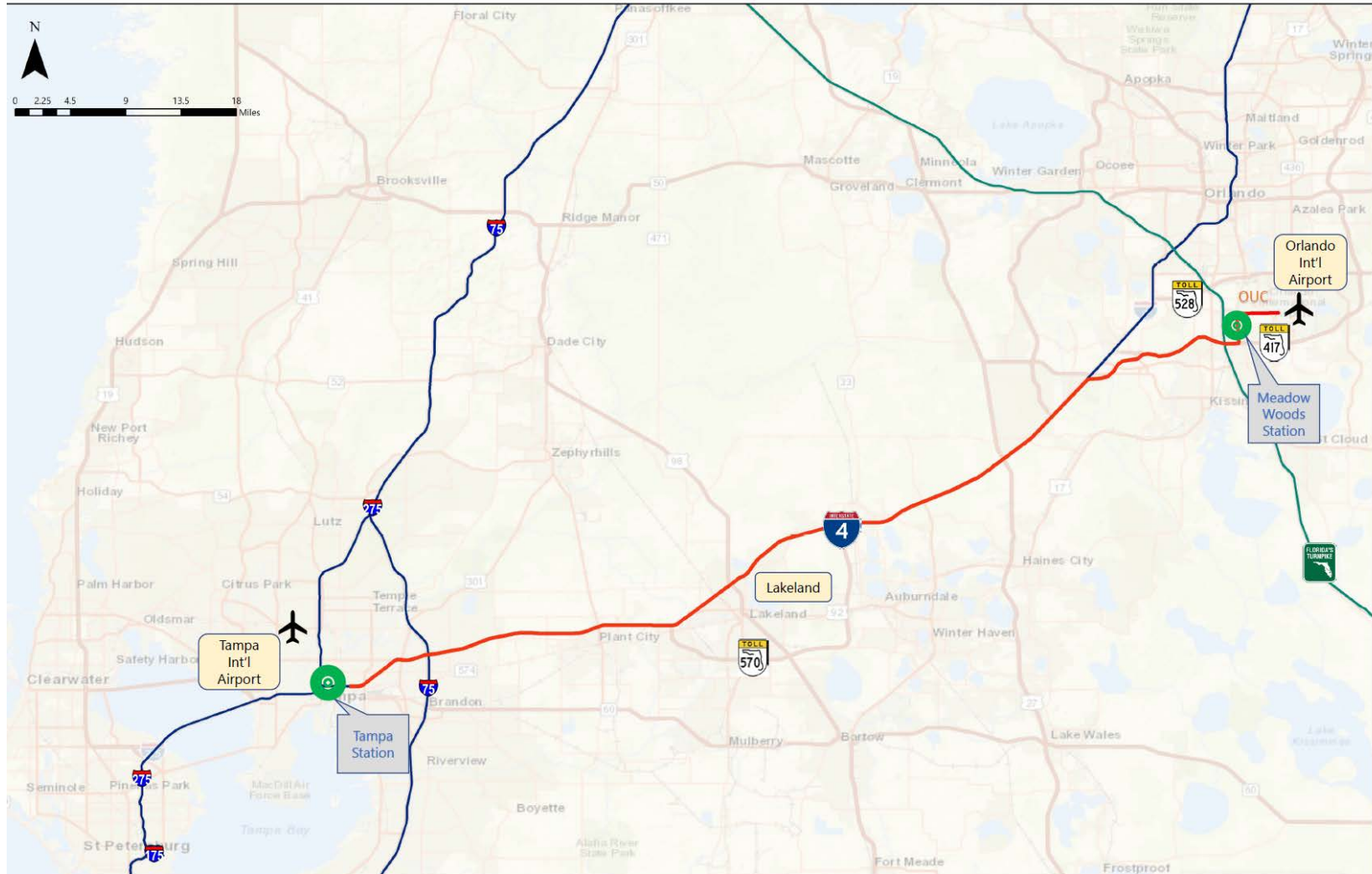


- Phase 1**
(Subjectively
contingent)

PREFERRED ALIGNMENT



TAMPA EXPANSION – Preferred Alternative



brightline[®]



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