

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
June 13, 2019
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 Florida Statute 286.0114 and 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 BOARD MEETING MINUTES (action Item)

1. April 11, 2019 Board Meeting
2. April 11, 2019 Board Workshop

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. **FLORIDA DEPARTMENT OF TRANSPORTATION** – *Kevin J. Thibault, Secretary of the Florida Department of Transportation (info. item)*
2. **VIRGIN TRAINS USA** – *Glenn Pressimone, Director of Engineering and Adrian Share, Executive Vice President, Rail Infrastructure, Virgin Trains USA (info. item)*
3. **POINCIANA PARKWAY EXTENSION PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY** – *Glenn Pressimone, Director of Engineering and Clif Tate, P.E., Kimley-Horn and Associates, Inc. (info item)*
4. **GENERAL COUNSEL POSITION** – *Jay Madara, Chairman (action item)*

(CONTINUED ON PAGE 2)

5. **CFX REPRESENTATIVE FOR TEAMFL** – *Jay Madara, Chairman* (action item)
6. **APPROVAL OF AUDIT COMMITTEE MEMBER REAPPOINTMENT** - *Jay Madara, Chairman* (action item)
 - Megan Zee – Board Member representative
7. **FY 2020 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET/FY 2020 THROUGH FY 2024 FIVE YEAR WORK PLAN** - *Lisa Lombard, Chief Financial Officer and Glenn Pressimone, Director of Engineering* (action item)
8. **CFX E-PASS PHONE APPLICATION DEPLOYMENT** – *Laura Kelley, Executive Director* (info. item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF
BOARD MEETING MINUTES

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
April 11, 2019

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

Board Members Present:

Jay Madara, Gubernatorial Appointment (Chairman)
Commissioner Brenda Carey, Seminole County (Vice Chairman)
Commissioner Leslie Campione, Lake County
Mayor Jerry Demings, Orange County
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment
Commissioner Betsy VanderLey, Orange County

Board Members Not Present:

Mayor Buddy Dyer, City of Orlando (Treasurer)
Commissioner Curt Smith, Brevard County

Staff Present at Dais:

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

Non-Voting Advisor Not Present:

Paul Wai, Florida's Turnpike Enterprise

A. CALL TO ORDER

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

B. PUBLIC COMMENT

- Bob Hartnett, TEAMFL
- David Bottom Lee, East Orlando Resident
- Chairman Madara read Commissioner Sean Parks, Lake County Commissioner's public comment for the record (Commissioner Parks was not present).

C. APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Commissioner VanderLey to approve the March 14, 2019 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Mayor Dyer and Commissioner Smith 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 599-547 United Signs & Signals, Inc. \$ 38,570.02
 - b. Project 599-734 Southern Road & Bridge, LLC (\$ 760,404.64)
 - c. Project 528-131 SEMA Construction, Inc. \$ 112,202.39
 - d. Project 408-742A Preferred Materials, Inc. (\$ 221,302.96)

ENGINEERING

2. Approval of Greenfield Diversified, LLC dba Consulex as a Subconsultant for the Miscellaneous Design Consultant Services Contract with Protean Design Group, Contract No. 001208
3. Approval of Supplemental Agreement No. 1 with DRMP, Inc. for Additional Design Services for SR 528/ SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, Project 528-143, Contract No. 001314 (Agreement Value: \$526,668.10)
4. Approval of Contract Award to Preferred Materials, Inc. for SR 528 Milling & Resurfacing from Innovation Way to Dallas Boulevard, Project 528-749, Contract No. 001469 (Agreement Value: \$7,826,000.00)
5. Approval of Contract Award to Preferred Materials, Inc. for SR 528 Milling & Resurfacing from Dallas Boulevard to SR 520, Project 528-750, Contract No. 001470 (Agreement Value: \$7,829,000.00)

6. Approval of Contract Award to The Balmoral Group, LLC for Miscellaneous Design Consultant Services (SSBE), Contract No. 001497 (Agreement Value: not-to-exceed \$3,000,000.00)

FINANCE

7. Approval of Contract Award for Banking Services to Wells Fargo Bank, N.A., Contract No. 001496 (Agreement Value: \$4,402,000.00)

LEGAL

8. Approval of Negotiated Settlement Agreement with William H. Kelly a/k/a William Harvey Kelly, Sr.; William H. Kelly, Sr. a/k/a William H. Kelly a/k/a William Harvey Kelly; and William H. Kelly, Sr., as Trustee of the William H. Kelly, Sr. Revocable Trust, Project 429-204, Parcels 209 and 221 (Agreement Value: \$157,000)
9. Acceptance of Delivery of Quit Claim Deed from Orange County, Florida for the Partial Relocation and Sale of a Limited Access Line along Narcoossee Road, Project 455, Parcel 45-502 (Partial)
10. Approval of Right of Way Transfer Agreement with the City of Apopka, Project 429-604

TOLL OPERATIONS/TECHNOLOGY

11. Approval of Purchase Order to PC Solutions & Integrations, Inc. for Vendor Network Support and Maintenance (Agreement Value: not-to-exceed \$155,653.96)
12. Approval of Purchase Order to Dasher Technologies for Hewlett Packard Enterprise Server Storage Hardware and Installation Services, Project 599-533 (Agreement Value: not-to-exceed \$159,807.22)
13. Approval of Purchase Order to TransCore, LP for E-PASS Xtra Transponders (Agreement Value: \$568,200.00)

Commissioner VanderLey requested that Items #3 and #6 be pulled for separate consideration. She stated that she will abstain from voting on these items due to a conflict of interest with DRMP, Inc. (Form 8B, Memorandum of Voting Conflict Form, attached as **Exhibit "A"**).

A motion was made by Commissioner VanderLey and seconded by Ms. Herr to approve the Consent Agenda except for items #3 and #6. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Mayor Dyer and Commissioner Smith were not present.

A motion was made by Commissioner Campione and seconded by Ms. Herr to approve Consent Agenda Items #3 and #6. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Commissioner VanderLey abstained from voting. Mayor Dyer and Commissioner Smith were not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- The Chairman reminded everyone of the CFX Board Workshop being held immediately following the Board meeting in the Pelican conference room.
- The Chairman provided highlights of the International Bridge, Tunnel and Tolling Association's Annual Technology Summit held in Orlando and sponsored by CFX.

2. TREASURER'S REPORT

In Mayor Dyer's absence, Chief Financial Officer Lisa Lombard reported that total revenues year-to-date as of February were \$306,870,995, which is 1.6% over projection and 9.6% over prior year.

Total Operations, Maintenance and Administration expenses were \$48.9 million year-to-date, which is 7.7% under budget.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley mentioned the following:

- In the April 2019 Executive Director's Report under the Mobility Partners- Florida Department of Highway Safety and Motor Vehicles section, "CFX has had one dedicated troop of 8 officers since 2010..." It should read "CFX has had one dedicated troop of 8 officers since 2000..."
- Update on the Virgin Trains USA project.
- IBTTA/TEAMFL Technology Summit recap.
- CFX's participation in the Annual Transportation Softball tournament.
- Played a video that brings awareness to Work Zone Safety on a national scale.

F. REGULAR AGENDA ITEMS

1. LAKE/ORANGE COUNTY CONNECTOR PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

Director of Engineering Glenn Pressimone provided details of the Concept, Feasibility and Mobility Study for the Lake/Orange County Connector Project Development & Environment Study.

Mr. Pressimone introduced William Sloup with Metric Engineering. Mr. Sloup serves as the consultant project manager on this project.

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

2. GENERAL COUNSEL POSITION

Chairman Madara requested Board members opinions on advertising for the general counsel position. He described how the position is currently structured.

Discussion ensued regarding the position details.

The Board members asked questions and provided verbal comments.

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to:

- Advertise the position through:
 - CFX's Human Resources Department;
 - The Human Resources Departments of this board's local government jurisdictions; and
 - Local and national attorney associations;
- Provide to the Board the process used for the Executive Director search; and
- Commissioner Carey will serve as the Board's designee during the general counsel search process.

The motion carried unanimously with eight (8) members present voting AYE by voice vote. Mayor Dyer and Commissioner Smith were not present.

3. SUSTAINABILITY PLAN

Director of Engineering Glenn Pressimone and Terry Blalock with Stanley Consultants detailed the results of the Sustainability Study.

Board members asked questions which were answered by Mr. Pressimone and Mr. Blalock.

A motion was made by Commissioner Carey and seconded by Commissioner VanderLey to accept CFX's Sustainability Report as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Mayor Dyer and Commissioner Smith were not present.

Mr. Scheeringa left at this time 10:22 a.m.

G. BOARD MEMBER COMMENT

There was no board member comment.

H. ADJOURNMENT

Chairman Madara adjourned the meeting at 10:25 a.m.

Mr. Jay Madara
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2019.

Pursuant to the Florida Public Records Law and the CFX Records & Information Management Program Policy, audiotapes 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, videotapes of Board meetings are available at the CFX website, www.CFXway.com.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME VanderLey, Betsy Kay		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Central Florida Expressway Authority	
MAILING ADDRESS 201 S. Rosalind Ave, 5th Floor		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Orlando	COUNTY Orange	<input type="checkbox"/> CITY	<input type="checkbox"/> COUNTY
DATE ON WHICH VOTE OCCURRED 04/11/2019		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Betsy VanderLey, hereby disclose that on April 11, 20 19 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of DRMP, Inc, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Two procurement items on the consent agenda for that date (Items #3 and #6) were either directly or in the capacity of subcontracting awarded to me at DRMP, Inc.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

04-15-2019

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE, UNEMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD WORKSHOP
April 11, 2019

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

Board Members Present:

Jay Madara, Gubernatorial Appointment (Chairman)
Commissioner Brenda Carey, Seminole County (Vice Chairman)
Commissioner Leslie Campione, Lake County
Mayor Jerry Demings, Orange County
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
Commissioner Betsy VanderLey, Orange County

Board Members Not-Present:

Mayor Buddy Dyer, City of Orlando (Treasurer)
Michael Scheeringa, Gubernatorial Appointment
Commissioner Curt Smith, Brevard County

Non-Voting Advisor Not Present:

Paul Wai, Florida's Turnpike Enterprise

Staff Present:

Mimi Lamaute, Recording Secretary
Laura Kelley, Executive Director
Lisa Lumbard, Chief Financial Officer
Glenn Pressimone, Director of Engineering

A. CALL TO ORDER

The workshop was called to order at 11:00 a.m. by Chairman Madara.

B. PUBLIC COMMENT

There were no public comments.

C. FY 2018 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT

Hugh Miller, Jr. with CDM Smith, provided the Board with a summary of the Fiscal Year 2018 General Traffic and Earnings Consultant's Annual Report.

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

D. BUDGET - FY 2020 OPERATIONS, MAINTENANCE & ADMINISTRATION AND FY 2020 THROUGH FY 2024 FIVE-YEAR WORK PLAN

Chief Financial Officer Lisa Lumbard presented the draft Fiscal Year ("FY") 2020 Operations, Maintenance & Administration Budget.

Ms. Lumbard explained the total proposed spending for FY 2020, projected revenues, proposed OM&A budget, OM&A expenses and Debt Service Ratio.

Director of Engineering Glenn Pressimone presented the Draft FY 2020 – FY 2024 Five-Year Work Plan. He explained the funding distribution and the major projects in the Work Plan.

Ms. Lumbard confirmed that the Work Plan was fundable and explained the results of the capital planning model.

The Board members asked questions, provided verbal comments and gave direction and feedback regarding the draft Budget and Work Plan.

D. BOARD MEMBER COMMENT

There were no additional Board member comments.

E. ADJOURNMENT

Chairman Madara adjourned the workshop at 12:13 p.m.

Jay Madara
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2019.

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DRAFT

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AMENDED*
CONSENT AGENDA
June 13, 2019

unlined items represent additions to the original May agenda

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 408-128 The Lane Construction Corp. \$ 49,377.47
 - b. Project 528-131 SEMA Construction, Inc. (\$ 184,572.45)
 - c. Project 599-630 Traffic Control Devices, Inc. (\$ 2,125.00)
 - d. Project 430-742B Preferred Materials, Inc. (\$ 202,430.94)
 - e. Project 408-746 Masci General Contractor, Inc. \$ 517,699.87*
2. Approval of Construction Contract Modifications on the following project:
 - a. Project 528-131 SEMA Construction, Inc. \$ 88,167.69
3. Approval of Contract Award for Construction Management Consultant Services to Hill International, Inc., Contract No. 001498 (Agreement Value: not-to-exceed \$4,500,000.00)
4. Approval of Contract Award to Atlantic Civil Constructors Corp. for SR 429/New Independence Parkway Interchange Improvements, Project 429-158, Contract No. 001537 (Agreement Value: \$2,247,438.62)

ENGINEERING

5. Approval of HDR Engineering, Inc. as a Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145
6. Approval of Avant Engineering Group as a Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145
7. Approval of Supplemental Agreement No. 1 with CDM Smith, Inc. for Additional Traffic and Earnings Consultant Services, Contract No. 001300 (Agreement Value: not-to-exceed \$950,000.00)
8. Approval of Contract Award to Hubbard Construction Company for SR 528 Milling & Resurfacing from SR 417 to Innovation Way, Project 528-747, Contract No. 001532 (Agreement Value: \$11,158,000.00)
9. Approval for the Executive Director to Execute the Temporary License to Perform Due Diligence with Orlando Utilities Commission for the SR 417 Widening from Narcoossee Road to SR 528, Project 417-150, Contract No. 001393
10. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road, Project 417-151, Contract No. 001394

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

11. Approval of Contract Award to Kisinger Campo & Associates, Corp. for Design Consultant Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike, Project 429-154, Contract No. 001397 (Agreement Value: not-to-exceed \$4,175,000.00)

FINANCE

12. Approval of Roadway Insurance Policy with Zurich American Insurance Company (Agreement Value: \$762,000.00)

INTERNAL AUDIT

13. Acceptance of Internal Audit Reports:
 - a. Customer Contact Center Performance Assessment
 - b. Prior Audit Recommendations Follow-Up
 - c. DAVID Data Security Assessment
 - d. Cybersecurity Incident Response Review

LEGAL

14. Approval of a Directive to Staff to Proceed with the Review and Analysis of the City of Apopka's Request for Road Right-Of-Way and Property Needed to Implement Its Western Gateway Transportation Master Plan Improvements, Projects 429-201 and 429-202
15. Approval of All-Inclusive Settlement Agreement with Itay S. Guy in the amount of \$28,200.00, Project 429-202, Parcel 800 (Parts A and B)
16. Approval of Right-of-Way Transfer of Portions of Kelly Park Road, Yothers Road and Joshua Ridge Lane and Continuing Maintenance Agreement with City of Apopka, Projects 492-202 and 429-203
17. Approval of Second Amendment to Purchase and Sale Agreement between Virgin Trains USA Florida LLC, Greater Orlando Aviation Authority and City of Orlando for SR 528, Project 528-1240

MAINTENANCE

18. Approval of Cummins SE Power, Inc. as a Subcontractor for the Facilities Maintenance Services Contract with ICA/DBI Services, Contract No. 001150
19. Approval of Carrier Commercial Service as a Subcontractor for the Facilities Maintenance Services Contract with ICA/DBI Services, Contract No. 001150
20. Approval of Ring Power Corporation as a Subcontractor for the Facilities Maintenance Services Contract with ICA/DBI Services, Contract No. 001150
21. Approval of Contract Award for Systemwide Bridge Inspection Services to Kisinger, Campo & Associates, Corp., Contract No. 001527 (Agreement Value: not-to-exceed \$2,000,000.00)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PUBLIC OUTREACH

22. Approval of Supplemental Agreement No. 1 with Quest Corporation of America, Inc. for Public Information Services, Contract No. 001298 (Agreement Value: \$677,592.00)

TOLL OPERATIONS/TECHNOLOGY

23. Approval of Sixth Contract Renewal with TransCore, LP for System Hardware Maintenance, Contract No. 000178 (Agreement Value: \$6,743,645.00)
24. Approval of Seventh Contract Renewal with TransCore, LP for System Software Maintenance, Contract No. 000179 (Agreement Value: \$6,264,263.93)
25. Approval of Adecco Employment Services, Apple One, Roth Staffing Companies, L.P. d/b/a Ultimate Staffing Services and Visium Resources, Inc. as Subcontractors for the E-PASS and VES Operations Contract with Egis Projects, Inc., Contract No. 001105
26. Approval of Second Extension of the Inter-Local Agreement with the University of Central Florida for the Wrong Way Driving Phase 3 Study: Allocating and Evaluating Countermeasures on CFX Roadway Network, Contract No. 001143 (Agreement Value: \$230,000.00)
27. Approval of Excalibur Data Systems as a Subconsultant for the General Systems Consultant Services Contract with HNTB Corporation, Contract No. 001144
28. Approval of Vanasse Hangen Brustlin, Inc. as a Subconsultant for the General Systems Consultant Services Contract with AECOM Technical Services, Inc., Contract No. 001215
29. Approval of Supplemental Agreement No. 1 with Vanasse Hangen Brustlin, Inc. for Post Design Services for Systemwide Fiber Optic Network Upgrade Phase II Project, Project 599-524, Contract No. 001292 (Agreement Value: \$94,982.67)
30. Approval of Contract Award to Traffic Control Devices, Inc. for Dynamic Curve Warning System Pilot Project, Project 599-541, Contract No. 001465 (Agreement Value: \$315,315.00)
31. Approval of Contract Award to Precision Contracting Services, Inc. for Network Phase II Project, Project 599-524, Contract No. 001466 (Agreement Value: \$1,289,307.25)
32. Authorization to Execute Cooperative Purchase Agreement with Microsoft Corporation for Development, Installation and Configuration of Microsoft Dynamics Software, Contract No. 001552 (Agreement Value \$6,897,695.00)
33. Approval of Purchase Order to SHI, Inc. for Microsoft Dynamics Licensing and Services (Agreement Value: not-to-exceed \$587,067.90)
34. Approval for the Chairman to Execute a Memorandum of Understanding with the Sanford Airport Authority to Provide for Interoperability with E-PASS

The following item is for information only:

35. The following is a list of advertisement(s) from April 2, 2019 through May 30, 2019:
 - a. SR 429/ New Independence Parkway Interchange Improvements
 - b. Project Development and Environment Study for the Osceola Parkway Extension – Cyrils Drive to Nova Road

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: April 22, 2019

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 (\$) May 2019	Total Amount (\$) to Date*	Time Increase or Decrease
408-128	The Lane Construction Corp.	SR 408 Widening, SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ 1,703,171.23	\$ 49,377.47	\$ 78,052,547.70	0
528-131	SEMA Construction, Inc.	SR 528 Econlockhatchee River Bridge Replacement	\$ 17,777,000.00	\$ 268,111.31	\$ (184,572.45)	\$ 17,860,538.86	0
599-630	Traffic Control Devices, Inc.	Miscellaneous Signage Improvements	\$ 145,600.00	\$ 173,177.00	\$ (2,125.00)	\$ 316,652.00	0
408-742B	Preferred Materials, Inc.	SR 408 Milling & Resurfacing, Ortman Dr. to Westmoreland Dr.	\$ 3,787,806.15	\$ 282,229.60	\$ (202,430.94)	\$ 3,867,604.81	0
408-746	Masci General Contractor, Inc.	SR 408 Milling & Resurfacing, I-4 Ultimate Limits (Summerlin Ave.) to Lake Underhill Bridge	\$ 4,229,613.73	\$ -	\$ 517,699.87	\$ 4,747,313.60	18
TOTAL					\$	177,948.95	

* Includes Requested Amount for this current month.

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

Project 408-128: SR 408 Widening, SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-0519-06

Added Drainage for Cast-In-Place Wall 03

This item addresses additional work required to construct an underdrain system at Cast-In-Place Wall 03 and to direct surface water flow to the closed drainage system.

ADD THE FOLLOWING ITEM:

Retaining Wall CIP-03 Rock Drain \$ 22,964.40

Drainage Revisions due to Conflict with Cast-In-Place Wall 08

This item addresses additional work required to adjust a portion of the drainage system in conflict with Cast-In-Place Wall 08 construction.

ADD THE FOLLOWING ITEM:

Drainage S-143 to S-144 Modifications \$ 26,413.07

TOTAL AMOUNT FOR PROJECT 408-128 \$ **49,377.47**

Project 528-131: SR 528 Econlockhatchee River Bridge Replacement
SEMA Construction, Inc.
SA 528-131-0519-007

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:

Fiber Optic Splice Housing Inventory	\$	300.00
Solid Traffic Stripe, PPRT, Yellow, 6"	\$	918.00
	\$	<u>1,218.00</u>

DECREASE THE FOLLOWING ITEMS:

Fiber Optic Cable, SM, 72 Fiber, F&I	\$	(2,675.70)
Fiber Pull Box, F&I	\$	(3,400.00)
Fiber Optic Conduit, 2-1" HDPE, F&I, Trench	\$	(112.50)
Allowance for Disputes Review Board	\$	(178,066.05)
Fiber Optic Conduit, HDPE/SDR 11, Outer Duct w/ 3-1", F&I, Directional Bore	\$	(4,698.00)
Solid Traffic Stripe, PPRT, White/Black, 9"	\$	<u>(122.00)</u>
	\$	(189,074.25)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (187,856.25)

Limerock Base Thickness Adjustments

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

ADD THE FOLLOWING ITEM:

Limerock Base Thickness Adjustments	\$	3,283.80
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TOTAL AMOUNT FOR PROJECT 528-131 \$ **(184,572.45)**

Project 599-630: Miscellaneous Signage Improvements
Traffic Control Devices, Inc.
SA 599-630-0519-02

Adjustment to Existing Pay Items

Adjust Work Order Allowance to reflect the actual expenditures on the project.

DECREASE THE FOLLOWING ITEM:

Work Order Allowance

\$ (2,125.00)

TOTAL AMOUNT FOR PROJECT 599-630

\$ (2,125.00)

**Project 408-742B: SR 408 Milling & Resurfacing, Ortman Dr. to Westmoreland Dr.
Preferred Materials, Inc.
SA 408-742B-0519-02**

Bituminous Adjustments

The contract contains provisions for indexed bituminous adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period of April 2018 - October 2018.

ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: April 2018 - October 2018	\$ 149,054.33
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Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period from April 2018 - 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 \$3,614,677.32 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: April 2018 - October 2018	\$ 16,612.91
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Composite Pay Factor (CPF) Adjustments

The contract contains provisions for CPF adjustments based on the quality of asphalt placed on the project. The engineer has calculated adjustments in accordance with contract specifications.

ADD THE FOLLOWING ITEM:

Composite Pay Factor Adjustments, Lot 1 - Lot 18	\$ 21,550.92
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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:

Pavement Markings, Traffic Stripe, PPRT, Yellow, Solid, 8"	\$ 26.00
Pavement Markings, Traffic Stripe, PPRT, Yellow, Solid, 18"	\$ 132.00
Pavement Markings, Traffic Stripe, PPRT, Black/White Contrast, Solid, 9"	\$ 516.60
Single Post Sign, F&I, GM, Up To 12 SF	\$ 736.00
Retro-Reflective Pavement Marker	\$ 792.00
Asphalt Concrete Friction Course, FC-12.5, PG 76-22, Black Granite, Traffic Level D	\$ 917.13
Miscellaneous Asphalt Pavement, 2"	\$ 950.00
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 18"	\$ 1,485.00
Delineator, Flexible Tubular	\$ 1,710.00
Superpave Asphalt Concrete, Traffic Level C	\$ 2,046.78
Thermoplastic, Standard, White, Solid, 24", Stop Line and Crosswalk	\$ 2,471.00
Single Post Sign, F&I, GM, 12-20 SF	\$ 4,150.00
Superpave Asphalt Concrete, Traffic Level C, PG 76-22	\$ 5,405.36
Superpave Asphalt Concrete, Traffic Level D, PG 76-22	\$ 7,443.37
Portable Changeable Message Sign, Temporary	\$ 10,178.00
Asphalt Concrete Friction Course, FC-5, PG 76-22, Black Granite	\$ 11,375.83
	<u>\$ 50,335.07</u>

DECREASE THE FOLLOWING ITEMS:

Pavement Markings, Traffic Stripe, PPRT, Black, Skip, 12"	\$	(37.20)
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 12"	\$	(40.50)
Pavement Markings, Traffic Stripe, PPRT, Black/White Contrast, 10'-30' Skip, 9"	\$	(104.00)
Desilt Pipe, 0"-24"	\$	(340.00)
Single Panel, F&I, Ground Mount, Up To 12 SF	\$	(350.00)
Thermoplastic, Standard, White, Message	\$	(400.00)
Thermoplastic, Standard, White, Arrow	\$	(490.00)
Thermoplastic, Preformed, White, Solid, 12"	\$	(648.00)
Pavement Markings, Traffic Stripe, PPRT, Yellow, Solid, 6"	\$	(740.00)
Single Panel, F&I, Ground Mount, 12-20 SF	\$	(1,300.00)
Pavement Markings, Traffic Stripe, PPRT, White, 3'-12' Skip, 12"	\$	(1,386.00)
Video Inspect Existing Pipe	\$	(1,512.00)
Thermoplastic, Preformed, White w/ Black Contrast Pavement Message	\$	(1,650.00)
Performance Turf, Sod	\$	(2,666.80)
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 8"	\$	(4,584.50)
MOT for Roadway Repair Contingency	\$	(7,076.00)
Thermoplastic, Preformed, White, Solid, 24"	\$	(14,833.50)
Allowance for Disputes Review Board	\$	(30,000.00)
Roadway Repair, Emergency Base Repair Contingency	\$	(71,825.67)
Work Order Allowance	\$	<u>(300,000.00)</u>
	\$	(439,984.17)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (389,649.10)

TOTAL AMOUNT FOR PROJECT 408-742B **\$ (202,430.94)**

Project 408-746: SR 408 Milling & Resurfacing, I-4 Ultimate Limits (Summerlin Ave.) to Lake Underhill Bridge
Masci General Contractor, Inc.
SA 408-746-0519-01

MOT & Temporary Striping for Adjusted Quantities

Perform maintenance of traffic (MOT) and temporary striping required per Plan Revisions 1, 2 and 3.

ADD THE FOLLOWING ITEM:

MOT & Temporary Striping for Adjusted Quantities	\$ 39,409.48
--	--------------

Modify Pay Item Quantities Per Plan Revisions 1, 2 & 3

Perform all work required per Plan Revisions 1, 2 and 3 where the SR 408 mainline project limits were extended, the Mills Ave. westbound off-ramp was deleted, and delineators outside of project limits were added.

DECREASE THE FOLLOWING ITEMS:

Milling Existing Asphalt Pavement, 1-1/4" Avg. Depth	\$ (180.20)
Asphalt Concrete Friction Course, FC-12.5, PG 76-22, Black Granite, TL-D	\$ (4,439.82)
Performance Turf, Sod	\$ (500.50)
Single Panel, F&I, Ground Mount, 12-20 SF	\$ (2,031.00)
Single Panel, Remove, 12-20 SF	\$ (57.00)
Delineator, Roadside Mounted, Flexible Tubular, 48"	\$ (396.00)
Retro-Reflective Pavement Marker	\$ (331.20)
Thermoplastic, Standard, White, Yield Line	\$ (306.00)
	<u>\$ (8,241.72)</u>

INCREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	\$ 560.00
Milling Existing Asphalt Pavement, 1 1/2" Depth	\$ 10,104.80
Milling Existing Asphalt Pavement, 2 1/4" Depth	\$ 30,045.80
Milling Existing Asphalt Pavement, 3/4" Depth	\$ 452.20
Superpave Asphalt Concrete, Traffic Level C	\$ 51,323.63
Superpave Asphalt Concrete, Traffic Level D, PG 76-22	\$ 164,865.61
Asphalt Concrete Friction Course, FC-5, PG 76-22, Black Granite	\$ 128,512.88
Rumble Strips, Ground In, 16" Min Width, Shoulder	\$ 9,487.92
Single Post Sign, F&I, Gm, 12-20 SF	\$ 672.00
Surface Mounted Delineator, Flat Flexible, Flexstake	\$ 18,056.00
Thermoplastic, Standard, White, Message	\$ 420.00
Thermoplastic, Standard, White, Arrow	\$ 204.00
Thermoplastic Pavement Markings, Preformed, White, Message/Symbol	\$ 9,576.00
Thermoplastic Pavement Markings, Preformed, White, Arrow	\$ 420.00
Removal of Existing Thermoplastic Markings	\$ 38.88
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 8"	\$ 5,155.92
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 8" Chevrons	\$ 5,270.40
Pavement Markings, Traffic Stripe, PPRT, White, 3'-12', Skip, 12"	\$ 4,192.87
Pavement Markings, Traffic Stripe, PPRT, Yellow, Solid, 6"	\$ 12,592.80
Pavement Markings, Traffic Stripe, PPRT, Black/White Contrast, 9", Solid	\$ 18,444.00
Pavement Markings, Traffic Stripe, PPRT, Black/White Contrast, 9", 10'-30' Skip	\$ 16,136.40
	<u>\$ 486,532.11</u>

Subtotal: Modify Pay Item Quantities Per Plan Revisions 1, 2 & 3	\$ 478,290.39
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Time Extension for Extra Work

This extension is to adjust contract time due to the added work for Plan Revisions 1, 2 and 3.

Increase Contract Time 18 Calendar Days

TOTAL AMOUNT FOR PROJECT 408-746

\$ 517,699.87

**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: May 28, 2019

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 Requested Adjustments (\$)	Requested (\$) June 2019	Total Amount (\$) to Date*	Time Increase or Decrease
528-131	SEMA Construction, Inc.	SR 528 Econlockhatchee River Bridge Replacement	\$ 17,777,000.00	\$ 83,538.86	\$ 88,167.69	\$ 17,948,706.55	0
TOTAL					\$ 88,167.69		

* Includes Requested Amount for this current month.

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

Contract 528-131: S.R. 528 ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT
SEMA Construction, Inc.
SA 528-131-0619-007

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:

Subsoil Excavation	\$ 6,409.00
Embankment	\$ 80,985.00
	<u>\$ 87,394.00</u>

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ 87,394.00

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. The engineer has calculated the adjustments in accordance with the contract specifications. Adjustments are made only if the current month fuel price is greater than or less than 5% of bid/base fuel price.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments	<u>\$ 773.69</u>
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TOTAL AMOUNT FOR PROJECT 528-131 \$ 88,167.69

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
 Director of Procurement

DATE: May 16, 2019

SUBJECT: Approval of Contract Award for Construction Management Consultant Services to Hill International, Inc.
Contract No. 001498

Letters of Interest (LOI) from professional engineering consultants to provide construction management consultant services for CFX was advertised on February 3, 2019. Responses were received from two (2) firms by the deadline. Those firms were Hill International, Inc. and Stantec, Inc. When less than three proposals are received, the Procurement Procedures Manual requires that the Director of Procurement and the Chief of Infrastructure meet to discuss the options available to CFX. A meeting was held with the Chief of Infrastructure and the Director of Construction to discuss the receipt of the two proposals. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee was polled and unanimously agreed to shortlist both firms.

As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on May 13, 2019. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process is shown below:

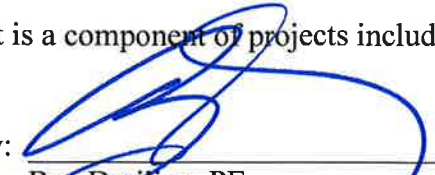
<u>Ranking</u>	<u>Firm</u>
1	Hill International, Inc.
2	Stantec, Inc.

The services to be provided by Hill International, Inc. will include: construction engineering oversight, construction contract administration, geotechnical and materials, cost and scheduling, utility/environmental coordination, claims/disputes evaluation and resolution, independent assurance of required quality control procedures, plans constructability review services, minor project scoping and document preparation for major construction projects identified in the approved Five-Year Work Plan.

Board award of the contract to Hill International, Inc. for a not-to-exceed amount of \$4,500,000.00 for a three (3) year term with two (2) one-year renewals is requested.

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

Reviewed by:



Ben Dreiling, PE
Director of Construction



LOI-001498 Committee Meeting May 13, 2019 Minutes

Technical Review Committee for **Construction Management Services** held a duly noticed meeting on Monday, May 13, 2019, commencing at 1:00 p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

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

Other Attendees:

Aneth Williams, Director of Procurement
Kim Murphy, Project Administrator

Presentations / Q and A:

Aneth Williams 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.

Hill International, Inc.	1:00 – 1:35 p.m.
Stantec	1:45 – 2:20 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>
Hill International, Inc.	3	1
Stantec	6	2

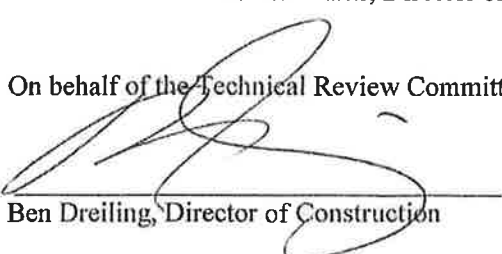
Committee recommends CFX Board approve Hill International, Inc. for contract award.

There being no further business to come before the Committee, the meeting was adjourned at 2:30 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, May 13, 2019 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams, Director of Procurement

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


Ben Dreiling, Director of Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CONSTRUCTION MANAGEMENT SERVICES


CONTRACT NO. 001498

CONSULTANT	Ben Dreiling Score	Joe Berenis Score	Jack Burch Score	TOTAL SCORE	RANKING
Hill International, Inc	1	1	1	3	1
Stantec	2	2	2	6	2

EVALUATION COMMITTEE MEMBERS:



Date: Monday, May 13, 2019



Date: Monday, May 13, 2019

Date: Monday, May 13, 2019

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
HILL INTERNATIONAL, INC.**

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES

CONTRACT NO. 001498

**CONTRACT DATE: JUNE 13, 2019
CONTRACT AMOUNT: \$4,500,000.00**

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

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

FOR

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES

CONTRACT NO. 001498

JUNE 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
AG	Agreement	1 to 17
	Exhibit "A", Scope of Services	
	Exhibit "B", Method of Compensation	
	Exhibit "C", Details of Cost and Fees	
	Exhibit "D", Project Organization Chart	

(Agreement for Construction Management Consultant (CMC) Services)

Table of Contents

1.0 SERVICES TO BE PROVIDED 1

2.0 TERM OF AGREEMENT AND RENEWALS 2

3.0 PROFESSIONAL STAFF 2

4.0 COMPENSATION 3

5.0 DOCUMENT OWNERSHIP AND RECORDS 4

6.0 COMPLIANCE WITH LAWS 5

7.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 5

8.0 TERMINATION 6

9.0 ADJUSTMENTS 6

10.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 7

11.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS 8

12.0 THIRD PARTY BENEFICIARY 8

13.0 INSURANCE 8

14.0 COMMUNICATIONS 10

15.0 STANDARD OF CONDUCT 11

16.0 DOCUMENTED ALIENS 11

17.0 E-VERIFY CLAUSE 12

18.0 CONFLICT OF INTEREST 12

19.0 INSPECTOR GENERAL 12

20.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 12

21.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 13

22.0 AVAILABILITY OF FUNDS 13

23.0 AUDIT AND EXAMINATION OF RECORDS 13

24.0 GOVERNING LAW AND VENUE 14

25.0 NOTICE 15

26.0 HEADINGS 15

27.0 CONTRACT LANGUAGE AND INTERPRETATION 15

28.0 ASSIGNMENT 16

29.0 SEVERABILITY 16

30.0 INTEGRATION 16

31.0 ATTACHMENTS 16

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES
CONTRACT NO. 001498**

THIS AGREEMENT, made and entered into this _____ day of _____, 201_, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the “CFX” and Hill International, Inc., hereinafter called “CONSULTANT”, a Foreign profit corporation, registered and authorized to do business in the state of Florida, whose principal address is 5337 Millenia Lakes Boulevard, Suite 240, Orlando, FL. 32839.

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

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Management Consultant (CMC) services required by CFX. CFX has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector’s Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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

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

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

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

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping

construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) 1-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

3.0 PROFESSIONAL STAFF

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

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

The approved subconsultants are:

(None)

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.

4.0 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 for the initial two-year term of \$4,500,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal

Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable and determined by CFX, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

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

5.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 14, 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 5.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

6.0 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.

7.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 4.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 4.0 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.

8.0 TERMINATION

CFX may terminate this Agreement in whole or in part at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

9.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required

may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

10.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 10.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

11.0 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 11.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

12.0 THIRD PARTY BENEFICIARY

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

13.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and

secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

13.2 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.

13.3 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.

13.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, 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.

14.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or

patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 5.0 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 ensure 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.

15.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement by reference as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

16.0 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 16.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

17.0 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.

18.0 CONFLICT OF INTEREST

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

During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

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 agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 19.0, Inspector General, 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 contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

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: Hill International, Inc.
5337 Millenia Lakes Boulevard, Suite 240
Orlando, FL 32839
Attn: Dan Sokol, P.E.

Hill International, Inc.
5337 Millenia Lakes Boulevard, Suite 240
Orlando, FL 32839
Attn: James Daniel, 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", Potential Conflict Disclosure Form

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.

HILL INTERNATIONAL, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT CONSULTANT
CONTRACT NO. 001498

1.0 PURPOSE

This Scope of Services describes and defines the services which shall be provided by the Construction Management Consultant (CMC) in connection with the construction of various projects for the Central Florida Expressway Authority (CFX).

2.0 OVERVIEW OF SCOPE OF SERVICES

- 2.1 The CMC shall provide a resource pool of experienced technical and administrative personnel, in clearly defined roles, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under the Contract are effectively and efficiently carried out. Services to be provided by the CMC include, but are not necessarily limited to, construction program management and independent oversight of construction process and the construction engineering and inspection consultants (CEI) hired by CFX.
- 2.2 CFX will request CMC services on an as-needed basis. Services to be provided will be initiated and completed as directed by CFX's Director of Construction. CFX does not guarantee that any or all of the services described herein will be assigned during the term of the Agreement. Further, the CMC shall provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.
- 2.3 CFX may, at its discretion, provide the CMC with a description of roadway and bridge construction projects CFX intends to assign to the CMC on a recurring 12 month period following the commencement of this Contract. Based on the number of projects assigned and the level of service required, the CMC shall prepare and submit to the Director of Construction a budget for the year including a staffing plan (by classification), man-hour estimate and price proposal for labor (using approved hourly rates) and expenses. Once negotiations have been completed and a budget amount is agreed upon for the year, a "Letter of Authorization" will be issued by the Director of Construction specifying the staffing levels, projects to be assigned and the agreed budget amount. This process will be followed each year thereafter, during the term of the Agreement including options.

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

- 2.4 All communication and correspondence between the Construction Contractor and CFX, the GEC, the CMC, or the Engineer of Record shall be through the CEI.
- 2.5 The CMC shall develop and implement a Continual Process Improvement (CPI) Program utilizing an approved process improvement methodology and various process improvement tools utilizing a quarterly and annual review/report structure.

3.0 DEFINITIONS

Wherever used in this Scope of Services or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 3.1 **CFX** - The Central Florida Expressway Authority.
- 3.2 **Claim** - A request for adjustment in Contract time or price, change order requests, proposal requests open to challenge and a matter in dispute.
- 3.3 **Construction Contract** - The construction work awarded under separate contract by CFX to a contracting firm or firms.
- 3.4 **Construction Contractor** - The construction firm awarded a contract to do the construction work constituting a project.
- 3.5 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Construction Contractor. The CMC is tasked with oversight of the services provided by the CEI. The CMC may be tasked with providing management and guidance of the CEI Consultant.
- 3.6 **Construction Management Consultant (CMC)** - The firm with whom CFX has entered into the Contract to provide Construction Management services.
- 3.7 **Contract (Agreement)** - The written agreement between CFX and the CMC setting forth the obligations of the parties thereto.
- 3.8 **Contract Documents** - The Agreement with attachments and any Supplemental Agreements required to complete the Services.

- 3.9 **Director of Construction** - Director of Construction employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.
- 3.10 **Dispute** - A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.
- 3.11 **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.
- 3.12 **General Engineering Consultant (GEC)** - The engineering firm under contract to CFX to provide general engineering services for CFX.
- 3.13 **FDOT** - State of Florida Department of Transportation
- 3.14 **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.
- 3.15 **Quality Assurance** - The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.
- 3.16 **Quality Control** - The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.
- 3.17 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of CFX; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by CFX.
- 3.18 **State** - State of Florida
- 3.19 **Supplemental Agreement** - A written agreement between CFX and the CMC modifying the Contract.

4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

4.1 The CMC shall be responsible for independent verification oversight of services provided by the CEI(s) under contract to CFX to observe and inspect the progress, quality control and quality assurance of the Work being performed by the Construction Contractor.

4.2 The CMC shall provide qualified, experienced technical and administrative personnel in appropriate numbers to verify that all construction engineering, verification testing and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures and directives that are a part of the Contract and generally accepted best management practices. The CMC shall be totally familiar with CFX and Florida Department of Transportation standard procedures and practices for construction engineering and inspection. At a minimum, the CMC will be required to:

- Develop and implement procedures for the on-boarding of new CEI teams to ensure they are provided the guidance needed for successful transition into the CFX system.
- Develop and implement a comprehensive program for the oversight and objective reporting of CEI firms on a per-project basis. This program will cover projects from preconstruction to closeout.
- Develop and implement procedures to track projected project milestone dates to monitor project status and ensure timely close out of projects and accuracy and completeness of final close out documentation. The CMC will coordinate closely with the CFX Construction, Engineering and Records departments to ensure all closeout documentation is submitted per the contract and per CFX's most current standards.
- Develop and implement a process to ensure all CEIs and all firms providing verification testing/inspection oversight and independent assurance on CFX projects are provided prompt notification of updates to CFX specifications, procedures, manuals and forms. All updates are to be posted on the cfxway.com website in a timely manner.
- Develop and implement a process to ensure CFX personnel is provided scheduled periodic updates regarding the status, including results of scheduled IA reviews and scheduled follow up, of all current projects.

4.3 The CMC will continually update their CEI on-boarding and IA procedures to address issues noted across CFX projects during field IA

reviews of construction activities and/or during contract administration reviews. Maintain a lessons-learned and corresponding improvement action report.

4.4 The CMC will maintain electronic files on the CFX internal server/SharePoint system. The files are to be neatly organized in an easily searchable format. Ensure all project information and documentation is always fully accessible to appropriate CFX staff.

4.5 The CMC will ensure clear, consistent, accurate information is provided to CEIs, Contractors, Verification Testing and Independent Assurance firms regarding CFX specifications, procedures and contract interpretations.

5.0 CONSTRUCTION CONTRACT ADMINISTRATION

5.1 The CMC shall further the development of CFX's Construction Project Administration Manual (CPAM) for use and implementation by each CEI which addresses: documentation and monitoring of construction activities that assures CFX the provisions of the Construction Contract(s) are being reasonably fulfilled; continuity of involvement of CFX's GEC and Engineer of Record in submittal reviews, document interpretations, and construction observations to verify that the requirements of the Construction Contract are being reasonably met; a structure for the Construction Contractor to organize project procedures and ensure a common understanding of the lines of communication among all participants; claims/disputes identification, notification, documentation and resolution. The reporting relationships and responsibilities of CFX, the GEC, the Engineer of Record, the CEI, the CMC, and the Construction Contractor shall be clearly identified in the Manual. The Manual shall be reviewed and, if needed, updated at least once every six months, with consideration given to; updated specifications, CEI and Contractor input, lessons learned documentation submitted with project closeouts, analysis of areas consistently noted as needing improvement during project quality assurance reviews, and evolving technology being implemented by CFX and by CEIs at the project level. As part of this process, all forms on the CFX website will be reviewed and updated to maintain consistency with current specifications and procedures.

5.2 The Construction Project Administration Manual shall be further developed and shall include, as a minimum, the following sections:

- Communications between Construction Contractor and CFX, GEC, Engineer of Record, CEI and CMC

- Document control including filing system and appropriate forms
- Meeting templates including preconstruction conferences, progress meetings, pre-installation conferences, and closeout conferences
- Submittals including logs and files, submittal processing, preconstruction submittals, construction submittals, and construction closeout submittals
- CEI procedures and reporting
- Construction document interpretations and modifications
- Owner direct purchase materials procedures
- Claims and disputes (with Disputes Resolution Board process)
- Measurement and payment including schedule of values, progress payments and liquidated damages
- Supplemental Agreement and Work Order procedures
- Independent assurance/quality assurance/quality control
- Project closeout
- Post-construction activities
- Feedback system

5.3 The CMC shall further the development and maintenance of the CFX Emergency Response Manual for use and implementation by each CEI reporting to CFX. The manual shall provide procedures for situational analysis, mobilizing personnel and equipment, providing information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities. A draft of the updated manual shall be submitted to CFX within 75 days after the date of the Notice to Proceed. CFX will review and comment on the guide within 15 days after receipt of the draft from the CMC. The CMC shall make revisions based on CFX's comments and shall submit a final manual within 10 days after receipt of CFX's review comments. If no comments are made by CFX within 15 days,

the Manual shall be considered final and distributed to all CEI consultants. The Emergency Response Manual will be updated yearly and provided to the Director of Construction no later than May 1 for review and comment. Upon finalization of any yearly revisions, the Emergency Response Manual will be distributed to all CEI consultants. Yearly distribution should be completed prior to the start of hurricane season. Contact information contained in the Manual shall be continually updated as part of the CEI on-boarding and the Construction Contract preconstruction process.

- 5.4 The CMC will be responsible for reviewing all updates to the FDOT standard specifications, to include DCE Memos, and recommending updates to the CFX Director of Construction for exclusion or incorporation into the CFX Specifications, Special Provisions and Technical Special Provisions. The reviews will be performed biannually, to coincide with the FDOT January and July specification updates.

6.0 INDEPENDENT ASSURANCE SERVICES

- 6.1 Geotechnical Engineering and Construction Materials Testing services will be provided by CFX under separate contract(s). CFX's geotechnical/materials testing consultant, under the direction of the CMC, will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications and contract provisions.
- 6.2 The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.
- 6.3 The CMC shall verify that the CEI is accurately tracking sampling and testing and is following the appropriate procedures in the event of failing test results.
- 6.4 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site and is performing verification sampling at the specified frequency.

7.0 COST ESTIMATES AND SCHEDULING

- 7.1 The CEI will be responsible to review, evaluate, and make recommendations to CFX on cost estimate information associated with claims, proposal requests, schedule of values, payment requests, change orders, allowance distribution, stored materials, reduction or release of

retainage, final payment, CEI Invoices, payment of Construction Contractor debts and claims. The CMC shall disseminate the information and make final recommendations to CFX.

- 7.2 The CEI will be responsible to review and evaluate Construction Contractor progress schedules and submittal schedules (shop drawings, coordination drawings, product data, samples, QA/QC) to determine whether the schedules meet specified construction contract time requirements, and if sufficient time has been allowed for submittal processing. The CMC shall review all CEI evaluations.

8.0 UTILITY/ENVIRONMENTAL COORDINATION

- 8.1 The CEI will be responsible to coordinate activities between affected utilities and the Construction Contractors. The CMC shall act as facilitator and expeditor between environmental permitting agencies and CFX, the GEC, the Engineer of Record, and the Construction Contractors.
- 8.2 The CEI will be responsible to coordinate utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with CFX. The CMC shall provide oversight and recommendations to the CEI.
- 8.3 The CMC shall provide support to the CEI for the investigation, handling and disposal of hazardous materials.

9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

It is CFX's objective to avoid having the uncertainties of unresolved questions, issues, claims or disputes adversely affect the Construction Contractor's planning, scheduling, and performance of the Work on a project. With that objective in mind, the CMC shall verify that all CEIs are familiar with CFX's Claims/Disputes Resolution Procedures included in the Contract for individual projects. When requested by CFX, the CMC shall participate in the Disputes Resolution Process and in any arbitration proceedings arising from unresolved disputes.

10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

- 10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.

- 10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.
- 10.3 The CMC shall provide independent assurance to CFX that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient and timely enough to assure compliance by the Construction Contractor and the final product.
- 10.4 The CMC shall update the CFX IA Manual upon NTP and a minimum of once yearly thereafter to ensure all references and required procedures are up to date and in accordance with the most current implemented specifications. All IA forms and checklists will be updated to reflect the most current specifications and uploaded to the cfxway.com website.

11.0 SURVEY

The CMC, if requested, shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the Construction Contractor's survey layout work.

12.0 PLAN REVIEWS

- 12.1 At the 90%, 100% and bidding phases of the design of roadway and bridge construction projects, the CMC shall perform constructability review of plans and provide suggestions/recommendations including but not limited to: pay item descriptions, pay item notes, project limits, specification refinements, maintenance of traffic notes and phasing, matters of potential conflict and/or lack of clarity.
- 12.2 During construction, the CEI will be responsible to review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances. The CMC shall evaluate the CEI's review comments and make suggested changes/revisions if appropriate.

13.0 CMC'S OFFICE AND EQUIPMENT

- 13.1 The CMC shall establish a central office for core staff and administration personnel within CFX's Headquarters building. CFX will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with CFX covering the office space to be provided.

- 13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Project Administration Manual.
- 13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.
- 13.4 The CMC shall furnish equipment including vehicles, tolls, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.
- 13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.
- 13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

14.0 OTHER SERVICES

- 14.1 The CMC shall, upon written authorization by CFX, perform any additional services not otherwise identified in the Contract as may be required by CFX in connection with the projects. The following items are not included as part of the Contract but may be required to supplement the CMC's services under the Contract.
 - 14.1.1 The CMC shall, upon review, approval and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
 - 14.1.2 The CMC shall, upon written request by CFX, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.
 - 14.1.3 The CMC shall, upon written request by CFX, provide qualified-engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist CFX in any litigation or arbitration hearings in connection with the project contracts.
 - 14.1.4 The CMC shall, upon written request by CFX, provide off-site inspection services.

15.0 POST CONSTRUCTION CLAIMS REVIEW

In the event a Construction Contractor for a project submits a claim for additional compensation and/or time after the CMC has completed its work under the Contract, the CMC shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim.

16.0 TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. The Contract term will be two (2) years from the date established in the notice with options to extend the Contract for three 1 year periods. Exercise of the options may be made at the discretion and election of CFX by CFX providing written notice of its exercise to the CMC at least 90 days prior to the expiration of the initial two year Contract Term and the first and second option periods if applicable. If the CMC 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 CMC may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the CMC receives CFX's notice of intent to exercise the option. The CMC 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 CMC may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the CMC are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the CMC's proposed revisions, CFX will not exercise the option to extend the Contract


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 31, 2019

SUBJECT: Approval of Contract Award to Atlantic Civil Constructors Corp. for
SR 429/New Independence Parkway Interchange Improvements
Project 429-158, Contract No. 001537

An Invitation to Bid for the referenced project was advertised on April 21, 2019. Responses to the invitation were received from five (5) contractors by the May 29, 2019 deadline. However, two (2) contractors did not meet the pre-qualification for the project.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Atlantic Civil Constructors Corp.	\$2,247,438.62
2.	Ranger Construction Industries, Inc.	\$2,578,616.95
3.	Hubbard Construction Company	\$2,869,281.35

The Engineer's Estimate for this project is \$2,603,523.78 and \$1,440,000.00 is included in the Five-Year Work Plan. Orange County Board of County Commissioners will reimburse CFX an estimated \$409,000.00 through a Joint Participation Agreement (CFX Contract No. 001479) dated October 30, 2018.

The Engineer of Record for Project 429-158 has reviewed the low bid submitted by Atlantic Civil Constructors Corp. and determined that the low bid unit prices are not unbalanced.

The project consists of providing all labor, materials, equipment and incidentals to widen the SR 429 southbound exit ramp to New Independence Parkway and the installation of traffic signals at both ramp terminals located at SR 429 and New Independence Parkway.

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. Board award of the contract to Atlantic Civil Constructors Corp. in the amount of \$2,247,438.62 is recommended.

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

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

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ATLANTIC CIVIL CONSTRUCTORS CORP.**

**SR 429 / NEW INDEPENDENCE PARKWAY
INTERCHANGE IMPROVEMENTS**

PROJECT 429-158; CONTRACT NO. 001537

**CONTRACT DATE: June 13, 2019
CONTRACT AMOUNT: \$2,247,438.62**

**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 / NEW INDEPENDENCE PARKWAY INTERCHANGE IMPROVEMENTS

**PROJECT 429-158
CONTRACT NO. 001537**

JUNE 2019

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-31
	(See Special Provisions Table of Contents for listing of each special provision.)	

Addendum No. 1
Addendum No. 2

Plans

CONTRACT

This Contract No. 001537 (the "Contract"), made this 13th day of June, 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Atlantic Civil Constructors Corp., of 7575 KingsPointe Parkway, Ste. 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 429-158, SR 429 / New Independence Parkway Interchange Improvements, 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 \$2,247,438.62. This Contract was awarded by the Governing Board of CFX at its meeting on June 13, 2019.

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 CORP.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

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 Working Schedule	
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 2.4.13. 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.

***** Area Intentionally Left Blank *****

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 decrees 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.

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

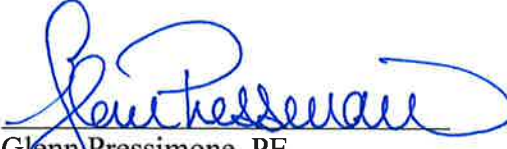
DATE: May 1, 2019

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

Dewberry Engineers, Inc., CFX's General Engineering Consultant has requested approval to use HDR Engineering, Inc to perform a SR 528 Special Use Lane Planning Study. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Dewberry Engineers, Inc. when its contract with CFX was originally awarded.

Board approval of HDR Engineering, Inc as subconsultant to Dewberry Engineers, Inc. is requested.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: May 1, 2019

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: HDR, Inc.

Address: 315 E. Robinson St, Suite 400, Orlando, Florida 32801

Phone No.: (407) 420-4200

Federal Employee ID No.: 46-0680568

Description of Services to Be Sublet: SR 528 Special Use Lane Planning Study

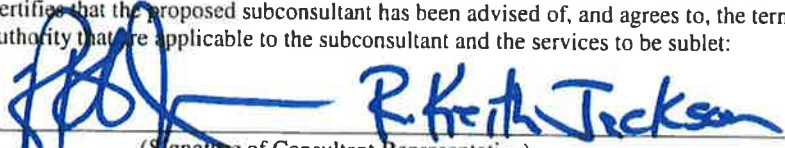
Estimated Beginning Date of Sublet Services: 6/1/19

Estimated Completion Date of Sublet Services: 6/1/21

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 of Consultant Representative)
Program Manager
Title

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

Date: 5/1/2019

Approved by: 
(Signature of Appropriate Chief)

Date: 5/1/19

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

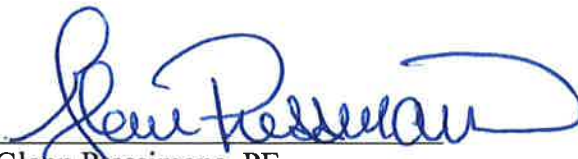
DATE: May 20, 2019

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

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

Board approval of Avant Engineering Group as subconsultant to Dewberry Engineers, Inc. is requested.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: May 20, 2019

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: Avant Engineering Group

Address: 531 Dunblane Drive, Winter Park, FL 32792

Phone No.: (407) 408-1097

Federal Employee ID No.: 83-3811146

Description of Services to Be Sublet: Traffic Modeling Services and design review.

Estimated Beginning Date of Sublet Services: 5/20/19

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

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

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

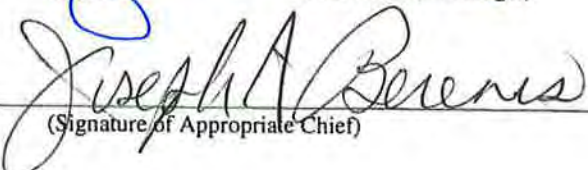
Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: 
(Signature of Consultant Representative)

Program Manager / Associate VP
Title

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

Date: 5/20/2019

Approved by: 
(Signature of Appropriate Chief)

Date: 5/20/19



Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement 

DATE: May 29, 2019

SUBJECT: Approval of Supplemental Agreement No. 1 with CDM Smith, Inc.
for Additional Traffic and Earnings Consultant Services
Contract No. 001300


Board approval is requested for Supplemental Agreement No. 1 with CDM Smith, Inc. in the not-to-exceed amount of \$950,000.00.

These services include additional traffic and earnings/revenue support for annual ongoing tasks and additional planning studies that are included in the FY 2020 – FY2024 Work Plan.

Original Contract Amount	\$2,550,000.00
Supplemental Agreement No. 1	<u>\$ 950,000.00</u>
Total Revised Contract Amount	<u>\$3,500,000.00</u>

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





101 Southhall Lane, Suite 200
Maitland, FL 32751
tel: 407 660-2552
fax: 407 875-1161

June 3, 2019

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Request for Additional Contract Budget for the CFX General Traffic and Earnings Consultant Contract #001300

Dear Mr. Pressimone:

CDM Smith was selected by CFX as the General Traffic and Earnings Consultant in September of 2017 with an original contract budget of \$2,550,000 or \$850,000 per year for three years. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$482,000 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$368,000 per year budgeted for one additional engineering study, such as a PD&E or concept study, and any additional miscellaneous projects.

During year 1, CDM Smith had an authorization of \$556,912.88 for the four annual ongoing tasks (Tasks 1.0, 2.0, 3.0 and 4.0) but then was also authorized \$335,755.56 to complete traffic and revenue analysis on the four OCX Master Plan Concept, Feasibility and Mobility (CFM) studies, \$385,661.57 to provide traffic engineering support and T&R study for the Lake Orange Connector PD&E study, and \$197,984.73 to complete a traffic and revenue analysis of the existing section of the Poinciana Parkway. As the OCX Master Plan projects were completed, two projects were advanced to PD&E Studies in March 2018, so CDM Smith was authorized an additional \$294,997.64 to provide traffic engineering support and T&R study for the Poinciana Parkway Extension PD&E and \$253,484.36 to provide traffic engineering support and T&R study for the Osceola Parkway Extension PD&E Reevaluation. This equates to \$2,024,796.74 in year 1 authorizations.

CDM Smith is currently in the second year of the contract. Year 2 authorization included a total of \$462,886.53 for the four annual ongoing tasks and an additional \$50,540.93 to complete the Poinciana Parkway T&R study. CDM Smith also provided traffic engineering support for the Northeast Connector Expressway Extension (NECEE) study, but this was completed using remaining funds from the OCX Master Plan CFM studies authorization. The year 1 and 2 authorizations to date total \$2,538,224.20, which is 99.5% of the total contract budget of \$2,550,000. A breakdown of the current authorizations is summarized in the table on Page 2.





Mr. Glenn Pressimone, PE
 Central Florida Expressway Authority
 June 3, 2019
 Page 2

Task Number	Task Name	Year 1	Year 2	Total
1.0 & 1.1	Model Development	\$77,497.23	\$59,601.72	\$137,098.95
2.0 & 2.2	System Review, Annual Report & Bond Support	\$252,615.70	\$188,212.88	\$440,828.58
2.1 & 2.1.1	T&R for Acquisition of Poinciana Parkway	\$197,984.73	\$50,540.93	\$248,525.66
3.0 & 3.5	General Engineering Consultant Support	\$173,546.66	\$178,326.76	\$351,873.42
3.1	Osceola County Expressway Authority Projects	\$335,755.56	\$0.00	\$335,755.56
3.2	Lake Orange Connector PD&E	\$385,661.57	\$0.00	\$385,661.57
3.3	Poinciana Parkway PD&E	\$294,997.64	\$0.00	\$294,997.64
3.4	Osceola Parkway Connector PD&E	\$253,484.36	\$0.00	\$253,484.36
4.0 & 4.1	Meetings and Workshops	\$53,253.29	\$36,745.17	\$89,998.46
Total		\$2,024,796.74	\$513,427.46	\$2,538,224.20

As previously mentioned, Tasks 1.0 (Model Development), 2.0 (System Review, Annual Report & Bond Support), 3.0 (General Engineering Consultant Support) and 4.0 (Meetings and Workshops) are annual ongoing tasks. All other tasks listed above were special projects.

With total work authorizations through April 2019 of \$2,538,224.20, that only leaves \$11,775.80 in the contract budget for future project requests. CDM Smith will roll over unused funds from Years 1 and 2 authorizations but anticipates a need to request funding of an additional \$950,000 for Year 3 of the contract in anticipation of additional projects requested by CFX. The following table includes an estimate for Year 3 of the budget:

Task Name	Year 3 Estimate
Model Development	\$62,000.00
System Review, Annual Report & Bond Support	\$195,000.00
General Engineering Consultant Support	\$185,000.00
Northeast Connector Study	\$200,000.00
S.R. 414 Direct Connection Study	\$150,000.00
Corridor F Planning Study	\$118,000.00
Meetings and Workshops	\$40,000.00
Total	\$950,000.00

This includes the annual ongoing tasks (approximately \$482,000) and three additional planning studies, (S.R. 414 Direct Connection Study, Northeast Connector Study, and Corridor F Planning Study) specified in the CFX FY 2019 – FY 2023 Work Plan. This would also leave contract budget for special projects, such as the T&R impacts of the Virgin Train/Brightline. The additional \$950,000 would make the total contract budget \$3,500,000 through September 30, 2020.





Mr. Glenn Pressimone, PE
Central Florida Expressway Authority
June 3, 2019
Page 3

Please call either of us to discuss if you require additional information or have any questions. We look forward to continuing work on the contract.

Respectfully submitted,

CDM Smith

A handwritten signature in blue ink that reads "Hugh W. Miller, Jr." with a stylized flourish at the end.

Hugh W. Miller, Jr. P.E., PhD
Vice President

A handwritten signature in blue ink that reads "Carleen M. Flynn" in a cursive style.

Carleen M. Flynn, AICP
Deputy Project Manager

HMW:CMF:jtb



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES
CONTRACT NO. 001300**

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 13th day of June 2019, by and between the Central Florida Expressway Authority (“CFX”) and CDM Smith, Inc., (“Consultant”).

WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$950,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$750,000.00 which shall make the total not-to-exceed amount of the Contract \$3,500,000.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant’s waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

CDM SMITH, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Approved as to form and execution, only.


General Counsel for CFX

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 30, 2019

SUBJECT: Approval of Contract Award to Hubbard Construction Company for
SR 528 Milling & Resurfacing from SR 417 to Innovation Way
Project 528-747, Contract No. 001532

An Invitation to Bid for the referenced project was advertised on March 24, 2019. Responses to the invitation were received from four (4) contractors by the April 30, 2019 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Hubbard Construction Company	\$11,158,000.00
2.	Middlesex Corporation	\$11,780,909.66
3.	Ranger Construction Industries, Inc.	\$12,125,656.48
4.	Preferred Materials	\$12,480,000.00

The Engineer's Estimate for this project is \$12,059,963.80 and \$16,500,000.00 was approved in the Five-Year Work Plan.

The work consists of providing all labor, materials, equipment and incidentals necessary to mill and resurface SR 528 from SR 417 to Innovation Way.

The Engineer of Record for Project 528-747 has reviewed the low bid submitted by Hubbard Construction Company and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Hubbard Construction Company to be responsible and responsive to the bidding requirements. Board award of the contract to Hubbard Construction Company in the amount of \$11,158,000.00 is recommended.

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

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



CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
HUBBARD CONSTRUCTION COMPANY**

**SR 528 MILLING & RESURFACING FROM
SR 417 TO INNOVATION WAY**

**PROJECT NO. 528-747
CONTRACT NO. 001532**

**CONTRACT DATE: JUNE 13, 2019
CONTRACT AMOUNT: \$11,158,000.00**

**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 528 MILLING & RESURFACING FROM SR 417 TO INNOVATION WAY

**PROJECT NO. 528-747
CONTRACT NO. 001532**

JUNE 2019

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-156
	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-8
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-28
	(See Special Provisions Table of Contents for listing of each special provision.)	

Addendum No. 1
Addendum No. 2
Addendum No. 3

Plans

CONTRACT

This Contract No. 001532 (the "Contract"), made this 13th day of June 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Hubbard Construction Company, of 1936 Lee Road, Suite 300, Winter Park, FL. 32789, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project 528-747, SR 528 Milling & Resurfacing from SR 417 to Innovation Way, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 290 calendar days. The Contract Amount is \$11,158,000.00. This Contract was awarded by the Governing Board of CFX at its meeting on May 09, 2019.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

HUBBARD CONSTRUCTION COMPANY

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

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	42
3.3 Conformity of Work with Plans	43
3.3.1 Record Drawings	
3.4 Pre-Award Meeting	44
3.5 Orders and Instructions	45
3.5.1 Observation of the Work	
3.5.2 Examination of the Work	
3.5.3 Communications	
3.6 Engineering and Layout	47
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	49
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	51
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	53
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	54
3.11 Escrow of Bid Records	56
3.12 Prevailing Party Attorney's Fees	57
 Section 4 - Control of Materials	 59
4.1 Acceptance Criteria	59
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)	60
4.3 Source of Supply and Quality Requirements	60
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	61
4.4.1 General	
4.4.2 Cooperation by Contractor	
4.4.3 Retest of Materials	
4.5 Storage of Materials and Samples	62
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	62
 Section 5 - Legal Requirements and Responsibility to the Public	 64
5.1 Laws to be Observed	64
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	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.1.7 Insecticides and Herbicides	
5.2 Permits and Licenses	66
5.3 Patented Devices, Materials and Processes	66
5.4 Right of Way Furnished by CFX	67
5.5 Sanitary Provisions	67
5.6 Control of the Contractor's Equipment	67
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	69
5.7.1 Compliance with Jurisdictional Regulations	
5.8 Use of Explosives	69
5.9 Preservation of Property	69
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.	74
5.10.1 Contractor to Provide Defense Against Claims and Suits	
5.10.2 Guaranty of Payment for Claims	
5.11 Insurance	75
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	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.12 Contract Bond (Public Construction Bond) Required	82
5.12.1 General Requirements of the Bond	
5.12.2 Continued Acceptability of Surety	
5.13 Contractor's Responsibility for Work	82
5.14 Opening Section of Highway to Traffic	82
5.15 Scales for Weighing Materials	83
5.15.1 Applicable Regulations	
5.15.2 Base for Scales	
5.15.3 Protection and Maintenance	
5.16 Source of Forest Products	83
5.17 Regulations of Air Pollution	83
5.17.1 General	
5.17.2 Dust Control	
5.17.3 Asphalt Material	
5.17.4 Asphalt Plants	
5.18 Dredging and Filling	84
5.19 Erosion Control	84
5.20 Contractor's Motor Vehicle Registration	84
5.21 Internal Revenue Service Form W-9	84
5.22 Tolls and Access	85
5.23 Requests for References or Performance Evaluations	85
5.24 Unauthorized Aliens	85
5.25 Public Records	86
5.26 Inspector General	87
5.27 Convicted Vendor List	87
5.28 Discriminatory Vendor List	87
5.29 Severability	88
5.30 Companies Pursuant to Florida Statute Sections 287.135 and 215.473	88
 Section 6 - Prosecution and Progress of the Work	 89
6.1 Subletting or Assigning of Contract	89
6.2 Work Performed by Equipment Rental Agreement	91
6.3 Prosecution of Work	91
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	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
6.3.4 Beginning Work	
6.3.5 Provisions for Convenience of the Public	
6.3.6 Pre-Construction Conference	
6.4 Limitations of Operations	109
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	113
6.6 Temporary Suspension of Contractor's Operations	113
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	114
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	117
6.8.1 General	
6.9 Default and Termination of Contract	118
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	120
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	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
6.11 Release of Contractor's Responsibility	121
6.12 Recovery of Damages Suffered by Third Parties	121
6.13 Express Warranty	121
Section 7 - Measurement and Payment	122
7.1 Measurement of Quantities	122
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	123
7.2.1 Items Included in Payment	
7.2.2 Non-Duplication of Payment	
7.3 Compensation for Altered Quantities	126
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	129
7.4.1 Method of Payment	
7.4.2 Records	
7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5 Deleted Work	132
7.6 Partial Payments	132
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	136
7.7.1 General	
7.7.2 Non-Commercial Materials	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
7.8 Disputed Amounts Due Contractor	136
7.9 Acceptance and Final Payment	136
7.10 Offsetting Payments	138
 Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Participation	 139
8.1 General	139
8.2 Disadvantaged/Minority and Women Owned Businesses – Participation Objectives	140
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	145
 Section 9 - Binding Arbitration	 146
 Section 10 – Partnering and Disputes Resolution	 148
10.1 Partnering	148
10.2 Disputes Resolution	148
10.2.1 Disputes Review Board	
10.2.2 Continuance of Work During Dispute	
10.2.3 Disputes Review Board Membership	
10.2.4 Board Operations	
10.2.5 Procedure for Disputes Resolution	
10.2.6 Conduct of Disputes Hearings	
10.2.7 Compensation	
10.2.8 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 I

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.

- 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.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

- Bridges with an individual span longer than 300 feet.
- Structurally continuous superstructures with spans over 50 feet.
- Steel box and plate girder bridges.
- Steel truss bridges.
- Concrete segmental and longitudinally post-tensioned continuous girder bridges.
- Cable stayed or suspension bridges.
- Curved girder bridges.
- Arch bridges.
- Tunnels.
- Movable bridges (specifically electrical and mechanical components).
- Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

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 following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

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:

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

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.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items: The Contractor shall submit seven (7) sets of prints of each shop drawing to the CEI with a copy of the transmittal letter sent to the Consultant.

3.1.4.5.3 Building Structures: One (1) set of prints and one (1) set of reproducible copies of each series of working, shop and erection drawings and all correspondence related to building structures shall be submitted to the CEI with a copy of the transmittal sent to the Consultant.

3.1.4.5.4 Contractor Originated Design or Redesign: 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. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: 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. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: 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. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 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. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction.

Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 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 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 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.

3.1.4.7.2 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.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the

CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an

outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

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.

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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 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.
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 decrees 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 polices 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 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. 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 subarticle.

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.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.htm.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - .95 P_b)$ during a period of decreasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

P_i = Average price for fuel prevailing during month "i."

P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$ during a period of increasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month.

Pi = Average price for fuel prevailing during month “i.”

Pb = Average price for fuel prevailing during the month “b” when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd² per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

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 = 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.

(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- PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 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.

10.2.2 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.

10.2.3 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.

10.2.4 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.

10.2.5 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.

10.2.6 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.

10.2.7 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.

10.2.8 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 528 MILLING & RESURFACING FROM SR 417 TO INNOVATION WAY
PROJECT 528-747; CONTRACT NO. 001532

PROPOSAL OF

Hubbard Construction Company

(NAME)

1936 Lee Road, Suite 300 Winter Park, FL 32789

(ADDRESS)

407-645-5500

(TELEPHONE NO.)

Submitted April 29, 2019

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. The examination of the Contract Documents and Site was conducted in accordance with Item 4., Examination of Contract Documents and Site of the Solicitation's Instructions to Bidders hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

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 declare that we fully agree and shall comply with Item 8., Substitute and "Or-Equal" Items of the Solicitation's Instructions to Bidders hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

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 03/27/2019 Bidder and/or Representative Initial Pfo

Addendum No. 02 Dated 04/23/2019 Bidder and/or Representative Initial Pfo

Addendum No. 03 Dated 04/24/2019 Bidder and/or Representative Initial Pfo

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Hubbard Construction Company

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 290 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 Hot Plant-Mixed Bituminous Course. Prequalification in Pavement Marking is also required; however, prequalification can be satisfied by the certification of the Bidder or by the certification of a subcontractor, a joint venture member or partner.

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.

*

*

*

*

Hubbard Construction Company
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:

P. Frederick O'Dea
Principal (Bidder)

By: P. Frederick O'Dea, Jr.-VP/CFO/SEC/TRES
President or Vice President

Attest: WF
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 528 MILLING & RESURFACING FROM SR 417 TO INNOVATION WAY
PROJECT 528-747; CONTRACT NO. 001532

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 P. Frederick O'Dea, Jr., who being

duly sworn, deposes and says he is VP/CFO/SEC/TRES

(Title)

of Hubbard Construction Company of Winter Park, Florida

(Firm)

(City and State)

the bidder submitting the attached Proposal for the work covered by CFX Project 528-747 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

Hubbard Construction Company

(Bidder)

By: *P. Frederick O'Dea, Jr.*

Title: P. Frederick O'Dea, Jr.-VP/CFO/SEC/TRES

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4/26/19,
(Date)

by P. Frederick O'Dea, Jr.
(Name of Officer or agent, title of officer or agent)

of Hubbard Construction Company
(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 N/A
(Type of identification)

as identification and did (did not) take an oath.

Peggy Jandrew Notary Public, Commission No. FF959409

Peggy Jandrew (Name of Notary typed, printed or stamped)



(SEAL ABOVE)

Title or Type of Document N/A (Optional)

Number of Pages 2 Date of Document N/A (Optional)

Signer(s) Other than Named Above N/A (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: Hubbard Construction Company

CFX Project: 528-747 Contract Amount \$ 11,158,000.00

Grand Total Anticipated Sublet \$ 4,294,000.00

D/M/WBE Subcontractors (Name Only)	\$ Amount for Objective
TransPremier LLC	\$1,674,000.00

Total Dollar Amount for D/M/WBE Participation Objective \$ 1,674,000.00

D/M/WBE Percentage of Total Project 15.0 %
 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 \$ 1,674,000.00 % 15
 Date 5/1/19 APPROVED [Signature] DISAPPROVED _____

'19 APR 30 PM 2:28

Central Florida Expressway Authority
D/M/WBE Utilization Form

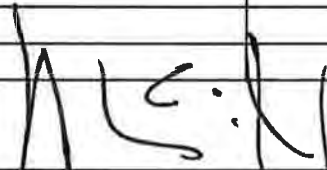
Prime Contractor: Hubbard Construction Company
CFX Project: 528-747 - SR 528 Milling & Resurfacing from SR 417 to Innovation Way

D/M/WBE Subcontractor

Name of Company: TransPremier LLC
Address: 7616 Narcoossee Road
Orlando, FL 32822
Phone: 407-905-4433 Contact Person: Sergio Guarnizo

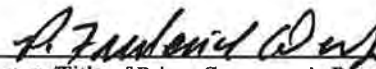
(CFX must be able to reach the D/M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
1	Hauling and Cleanup


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)	\$ <u>0.00</u>
Amount to be paid to D/M/WBE Supplier (\$ _____ x .60)	\$ <u>0.00</u>
Amount to be paid to D/M/WBE Subcontractor	\$ <u>1,674,000.00</u>
Total to D/M/WBE (toward Participation Objective)	\$ <u>1,674,000.00</u>


Signature/Title of Prime Contractor's Representative P. Frederick O'Dea, Jr.-VP/CFO/SEC/TRES

D/M/WBE Certified by: Orange County Business Development Division

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.



'19 APR 30 PM 2:28

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7345
businessdevelopment@ocfl.net

TRANSPREMIER, LLC.

Has Been Certified As A

MINORITY BUSINESS ENTERPRISE

Approved Lines Of Business:

**TRUCKING, HAULING AND STREET AND PARKING LOT
SWEEPING, CONSTRUCTION SITE CLEAN-UP, AND MILLING
MACHINE SERVICES**

OF TRUCKS- 60

This certificate is valid:
July 2018 through July 2020

A handwritten signature in black ink that reads "Sheena Ferguson".

Sheena Ferguson, Manager
July 27, 2018

**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.

Hubbard Construction Company

Company Name

By: *P. Frederick O'Dea, Jr.*

Title: P. Frederick O'DEa, Jr. - VP/CFO/SEC/TRES

(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.

Hubbard Construction Company

Company Name

By: *P. Frederick O'Dea, Jr.*

Title: P. Frederick O'Dea, Jr. - VP/CFO/SEC/TRES


(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa 
Deputy General Counsel


DATE: May 31, 2019

SUBJECT: Approval for the Executive Director to Execute the Temporary License to Perform Due Diligence with the Orlando Utilities Commission for the State Road 417 Widening from Narcoossee Road to State Road 528 Project 417-150, Contract No. 001393

Board approval is requested for the Executive Director to execute a Temporary License to Perform Due Diligence for the State Road 417 widening from Narcoossee Road to State Road 528 in a form substantially similar to the attached. The Temporary License will grant CFX and its contractor the required access to perform the necessary testing for bridge widening that is planned as part of the State Road 417 widening.

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

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering



TEMPORARY LICENSE TO PERFORM DUE DILIGENCE

THIS TEMPORARY LICENSE TO PERFORM DUE DILIGENCE (“License”) made and entered into and made effective on the _____ day of _____, 2019 (“Effective Date”) by and between the ORLANDO UTILITIES COMMISSION, a statutory commission existing under and governed by virtue of the laws of the State of Florida, with an address at 100 W. Anderson St., Orlando, Florida 32801 (“OUC”) and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the state of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 (“CFX”) (each, a “Party” and, collectively, the “Parties”) for purposes of providing a temporary license to CFX to access the portions of the rail right-of-way that is owned and/or controlled by OUC pursuant to grants of rights set forth in existing deeds and/or easements recorded in the Official Records of Orange County, Florida, all as more specifically depicted in **Exhibit “A”** hereto (the “Corridor”).

RECITALS

A. CFX wishes to perform some initial due diligence activities, consisting of geotechnical investigations (two bridge Standard Penetration Test or STP-requiring two vertical borings with a diameter, each, of 2.5” advanced utilizing Bentonite Mud Drilling procedures and upon termination, the bore holes will be grout-sealed and any casings required to advance the boreholes shall be retrieved) on an approximate location of the Corridor, as more specifically set forth in the hereto attached drawings depicted in **Exhibit “A-1”** hereto (the “Approximate Location”), to determine if the Corridor will serve CFX’s needs relative to a median expansion of an overpass bridge on State Road (“S.R.”) 417 between S.R. 15 and S.R. 528 (“Due Diligence”).

B. CFX already has a right to perform certain work along a segment of the Corridor, subject to and as more specifically set forth in that certain: (i) Orlando/Orange County Expressway Authority Railroad Reimbursement Agreement Grade Separation and Right of Way Utilization Agreement dated December 18th, 1991 by and between CFX and OUC (“Original Agreement”), and (ii) Master Agreement dated October 12, 2007 by and between the OUC and the CFX recorded at Official Records Book 9505, Page 514 (hereinafter the “Master Agreement”) and that other certain Easement Agreement between the CFX and OUC recorded at Official Records Book 9536, Page 244, Public Records of Orange County Florida as amended by that certain Notice of Filing Description of Easement Area recorded at Official Records Book 9676, Page 648, Public Records of Orange County Florida (the Easement Agreement and the Notice of Filing Description of Easement Area shall hereinafter be jointly referred to as the “Easement Agreement”). The Parties shall hereinafter refer jointly refer to the Original Agreement, the Master Agreement and the Easement Agreement as the “Existing Agreements”).

C. OUC is willing to facilitate CFX’s Due Diligence by providing CFX and its employees and agents with temporary access to the Corridor under the terms and conditions set forth in this License.

D. The Parties understand and acknowledge that facilitation of work for the Due Diligence shall not be construed as OUC’s consent or approval of future expansion of the CFX’s structure in

the Corridor not otherwise specifically granted in the Existing Agreements or other relevant grant of right for said expansion, nor shall the CFX claim that the Due Diligence work was performed in reliance that such expansion rights would be granted to the CFX.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1. The recitals set forth above are true and correct and incorporated by reference herein. Exhibits referenced in this License shall become a part of this License.
2. During the term of this License, CFX and its contractors listed in **Exhibit "B"** attached hereto are licensed to enter the Corridor to perform Due Diligence work at the Approximate Location of the Corridor. CFX shall coordinate all Due Diligence work on the Corridor with Robert (Bob) Pollack, Manager, Fuel Services at (407) 434-4312 office/(407) 274-2340 cell. CFX access shall be subject to the following:
 - (i) CFX and its contractors, agents or employees shall provide notice of their intent to access the Corridor no less than 48 hours prior to the desired access date.
 - (ii) Access to the Corridor shall be coordinated with OUC and shall be limited to weekdays only, on days that are not OUC holidays.
 - (iii) CFX and its contractors, agents or employees' access may be limited or denied if freight trains are expected on a day requested for access.
 - (iv) CFX agrees that neither CFX, nor its contractors, agents or employees, shall unreasonably interfere with the business or operations of OUC.
 - (v) CFX shall require each of its contractors and agents to execute an indemnity substantially in the form attached hereto as **Exhibit "C."**
 - (vi) CFX's and its contractor's use of the Corridor under this License shall be conditioned upon and subject to the conditions attached hereto as **Exhibit "D."**
3. OUC reserves the right to (i) have a representative present for any activities on the Corridor by CFX or its contractors, employees and agents; (ii) impose, in its sole discretion, reasonable restrictions and requirements which must be followed by CFX agents and employees while on the Corridor; and (iii) OUC may deny CFX or its contractors, employees and agents access if required for safety or for CSX and OUC operations on the Corridor.
4. OUC must pre-approve any environmental testing or destructive due diligence testing activities, which approval shall not be unreasonably withheld, other than the borings contemplated herein. OUC reserves the right to require evidence of appropriate insurance as a condition of access to the Corridor for certain due diligence activities; provided, however, that OUC shall not require CFX to purchase any additional insurance that it does not otherwise already have as a condition of entry under this License.
5. Neither CFX, nor its contractors, employees and agents shall take any action to alter the Corridor (including, without limitation, the construction, demolition, or alteration of any improvements or the alteration of the Corridor).

6. Neither CFX, nor its contractors, employees and agents shall utilize or store any hazardous waste (as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.) on the Corridor.
7. CFX and its contractors, employees and agents shall conduct its operations on the Corridor in accordance with all applicable laws and regulations, including but not limited to laws and regulations of the Federal Railroad Administration, CSX, and/or any other entity controlling dispatching of OUC trains. All costs to comply with such laws and regulations as a result of CFX's or its contractors', employees' and agent's activities associated with this License shall be at the expense of CFX. In the event that a dangerous condition develops on the Corridor as a result of such activities, OUC shall have the right to instruct CFX and its contractors, employees and agents to address and remove any such dangerous conditions. CFX shall begin action to remediate any such dangerous conditions within 5 business days of being notified thereof by OUC and shall act expeditiously to complete any such remedial action.
8. Neither CFX, nor its contractors, employees and agents shall build, alter or remove any fence or other OUC structures or improvements on the Corridor.
9. CFX shall reimburse OUC for the cost of watchman or flagging service when CFX or its contractor is carrying out work adjacent to the OUC track and whenever the contractor is performing work requiring the movement of employees, trucks, or other equipment across the OUC tracks, or when at other times OUC and CFX shall agree that such a service is necessary. OUC's cost shall be accrued and billed directly to CFX. CFX shall also bear any and all expenses it incurs in connection with this License and any Corridor evaluation undertaken by or through CFX pursuant to this License. CFX shall obtain, at CFX expense, any expert or professional services needed by CFX in the evaluation. For purposes of this License, the Parties acknowledge that CFX has received approval for the Due Diligence work to be performed consistent with and in accordance with those certain specifications coordinated with OUC and consistent with the Due Diligence with the due work described in the recitals of this License.
10. CFX shall require any of its contractors that enter the Corridor pursuant to this License Agreement to indemnify and defend OUC and the City of Orlando and the members, principals, shareholders, directors, officers, elected officials, employees, successors and assigns of each of them (the "Indemnified Parties") from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, and interest including reasonable attorneys' fees ("Damages"), arising out of the activities of that contractor in the corridor. CFX and OUC, are each an agency of the State of Florida subject to the liability limits set forth in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's or OUC'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.

11. This License is to establish the basis upon which the Parties will cooperate with each other, but on an independent basis. This License does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each Party is an independent company or person and neither Party is the agent of, nor has the authority to bind the other for any purpose.
12. Notwithstanding anything to the contrary elsewhere in this License, in no event shall either Party be liable to the other under this License for indirect, incidental, special or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
13. This License shall remain in effect until the earlier of: (i) sixty (60) days after the Effective Date, (ii) the date which is seven (7) calendar days after CFX delivers to OUC written notice of its intent to terminate this License, or (iii) the date on which the Parties execute the definitive license or lease agreement for access to the Corridor.
14. Nothing herein shall be deemed to be a waiver of any statutory authority residing in either party.

IN WITNESS WHEREOF the Parties hereto have executed this License on the day and year first above written.

ORLANDO UTILITIES COMMISSION,

By: _____

Clint Bullock
General Manager & CEO

Approved as to Form by OUC Legal:

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

ATTEST:

Regla ("Mimi") Lamaute
Board Services Coordinator

By: _____
Laura Kelley, Executive Director

Date: _____, 2019

APPROVED AS TO FORM FOR EXECUTION
for the use and reliance by CFX only.

By: _____

EXHIBIT "A"

DESCRIPTION OF CORRIDOR

EXHIBIT A: Project Location



EXHIBIT "A-1"

APPROXIMATE DESCRIPTION OF LOCATION ON CORRIDOR FOR TWO BORINGS



EXHIBIT "B"

PERMITTED CFX CONTRACTORS

TIERRA, INC.
591 Susan B. Britt Court
Winter Garden, FL 34787

EXHIBIT "C"

CONTRACTOR INDEMNITY FORM

INDEMNIFICATION AGREEMENT

The undersigned hereby fully indemnifies and agrees to defend and hold harmless the Orlando Utilities Commission ("OUC") and the City of Orlando and the members, directors, officers, elected officials, agents, employees, successors and assigns of each of them (the "Indemnified Parties") from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, and interest, including reasonable attorneys' fees ("Damages"), to the extent directly related to the entry by the undersigned or the undersigned's employees on the real property of the Indemnified Parties pursuant to a contract with the Central Florida Expressway Authority under which the undersigned has been contracted to perform investigations, inspections, evaluations, testing, or other due diligence activities associated with CFX's Project 417-150 SR 417 Widening from Narcoossee Road to SR 528 –SPT Borings on OUC Rail Road Right-of-Way.

Dated: _____

Name of Undersigned

By: _____
Signature

INDEMNIFICATION AGREEMENT

The undersigned hereby fully indemnifies and agrees to defend and hold harmless the Orlando Utilities Commission ("OUC") and the City of Orlando and the members, directors, officers, elected officials, agents, employees, successors and assigns of each of them (the "Indemnified Parties") from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, and interest, including reasonable attorneys' fees ("Damages"), to the extent directly related to the entry by the undersigned or the undersigned's employees on the real property of the Indemnified Parties pursuant to a contract with the Central Florida Expressway Authority under which the undersigned has been contracted to perform investigations, inspections, evaluations, testing, or other due diligence activities associated with the Authority's Project 417-150 SR 417 Widening from Narcoossee Road to SR 528 -SPT Borings on OUC Rail Road Right-of-Way.

Dated: 5-30-2019 Tierra, Inc. Larry P. Moore, PE
Name of Undersigned Vice President
By: [Signature]
Signature

EXHIBIT "D"
Special Provisions Relating to the License

SAFETY REQUIREMENTS

The Railroad is the only viable means of delivering coal to the Curtis Stanton Energy Plant (the "Stanton Plant"); it is imperative that the integrity of the railroad be maintained to the highest degree. To that end, the lists below set forth certain actions that CFX, its agents, employees, or contractors shall not undertake, and certain other actions that CFX, its agents, employees, or contractors must undertake. CFX shall be solely responsible for any damage to the Railroad and for all effects of such damage, including, but not limited to, damage that results from cessation of rail services by CSX based on violation of the 25 Foot Requirement discussed below.

CFX SHALL NOT:

1. Allow low clearance vehicles or "low-boy" type equipment to traverse the temporary construction crossing without first providing twenty-two (22) hours advance notice to OUC.
2. Allow any metal tracked or non-rubber tired equipment to traverse the temporary construction crossing.
3. Allow any equipment to cross the railroad at any point other than the temporary construction crossing.
4. Allow the railroad flange way to fill up and compact from spillage.
5. Allow equipment or personnel to be within 25 feet of the centerline of the Railroad (the "25 Foot Requirement") without express permission from OUC given after notification and coordination as required in Schedules 2 and 3 hereinafter. **IT IS IMPERATIVE THAT THE 25 FOOT REQUIREMENT BE STRICTLY COMPLIED WITH AT ALL TIMES, BECAUSE VIOLATION OF THE 25 FOOT REQUIREMENT WILL ENTITLE CSX TO CEASE RAIL SERVICES TO THE STANTON PLANT, POTENTIALLY LEAVING OUC WITHOUT A SOURCE OF FUEL FOR THE STANTON PLANT.**
6. Allow dirt or debris to foul the ballast section of the tracks.
7. Allow any pedestrian traffic on the track without the presence of an OUC flagman.

CFX MUST:

1. Allow only rubber tired vehicles to traverse the temporary construction crossing.
2. Keep the railroad flange clean and clear at all times.
3. Stop all work and remove all equipment within 25 feet of the centerline of the Railroad prior to trains passing.

Special Provisions Relating to the Temporary Construction Crossing
FOR
EMERGENCY NOTIFICATION

EMERGENCY NOTIFICATION PROCEDURE:

In the event of suspected or actual track damage, security situations, or any other situation that could negatively affect safe train operations, please call one of the following, in order of priority:

<u>Name:</u>	<u>Phone:</u>
Charles Merritt, OUC Contractor President	(863) 581-6525 (cell) after hours only (i.e. after 5:30 pm weekdays, weekends and holidays)
R.W. Summers, OUC contractor	(863) 533-8107 office (business hours only)
Walter Graves	(863) 581-3833 cell
Clint Lalla, OUC Contractor Engineer	(863) 956-7440 cell
Bob Pollack, OUC	(407) 434-4312 office
Bob Pollack, OUC	(407) 274-2340 cell
Lanna Vaughan, OUC	(407) 434-4314 office
Lanna Vaughan, OUC	(321) 332-8186 cell
Mia Torres, OUC	(407) 321-230-6746 cell
Mia Torres, OUC	(407) 434-4313 office
CSX Police	(800) 232-0144

NOTE: Notification listing is in order of priority. Only one person/company needs to be notified.

Special Provisions Relating to the Temporary Construction Crossing

COORDINATION REQUIREMENTS

OUC's main concern is safety: for CFX and its employee, agents, contractors, and equipment, for OUC and its employees, agents, contractors, and equipment, for the OUC railroad, and for the public. It is important that CFX coordinates construction on and transversal of the temporary crossing in advance with OUC so that the parties can ensure proper safety precautions are utilized.

CFX, its agents, employees, or contractors will be responsible for scheduling a meeting with OUC at least four business days before the start of any Due Diligence work on the Corridor, at which meeting the parties shall discuss safety issues, including, but not limited to:

- Contractor safety awareness
- 25-foot work safety zone
- Arrival of trains and projected train schedule
- Track safety
- OUC, CSX, and FRA safety rules and policies
- Consequences of violation of OUC, CSX, or FRA safety rules or policies
- Coordination of moving large or unusual equipment across the OUC railroad
- Fouling of the track
- Procedure regarding open pits or holes
- Applicable OSHA requirements, including those related to pit and trench shoring
- Work stoppage and equipment removal from the 25-foot work safety zone prior to trains passing the work zone
- Advising OUC of any schedule changes impacting the use of the Corridor


CFX, its agents, employees, and contractors should note that any violation of any OUC, CSX, or FRA safety rule or policy may result in termination of any rights and privileges herein granted.

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 22, 2019

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road
Project 417-151, Contract No. 001394

Letters of Interest for the referenced project was advertised on February 17, 2019. Responses were received from nine (9) firms by the deadline. Those firms were: BCC Engineering, Inc., GAI Consultants, Inc., HDR Engineering, Inc., Inwood Consulting Engineers, OM Engineering Services, Inc., Protean Design Group, Inc., Scalar Consulting Group, Inc., Tetra Tech, Inc. and WSP USA, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on March 11, 2019 and shortlisted HDR Engineering, Inc., Inwood Consulting Engineers, Inc., and Tetra Tech, 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 April 15, 2019. 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	Inwood Consulting Engineers, Inc.
2	HDR Engineering, Inc.
3	Tetra Tech, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Inwood Consulting Engineers, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Inwood Consulting Engineers, 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: 
For: Glenn Pressimone, PE
Director of Engineering



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

LOI-001394 Committee Meeting April 15, 2019 Minutes

Technical Review Committee for Design Consultant Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road; Project 417-151, Contract No. 001394, held a duly noticed meeting on Monday, April 15, 2019 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
Jack Burch, Resident Engineer
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.

HDR Engineering, Inc.	1:00 – 1:35 p.m.
Inwood Consulting Engineers, Inc.	1:45 – 2:20 p.m.
Tetra Tech, 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>
Inwood Consulting Engineers, Inc	3	1
HDR Engineering, Inc.	7	2
Tetra Tech, Inc.	8	3

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

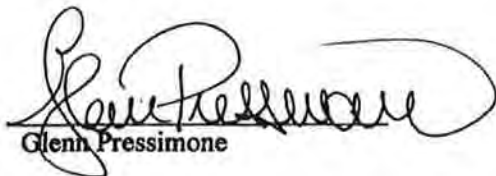
There being no other business to come before the Committee; the meeting was adjourned at 3:30 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, April 15, 2019, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:



Aneth Williams

Approved by:



Glenn Pressimone

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

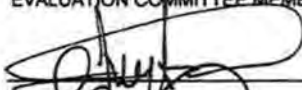
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

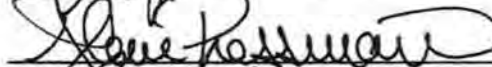
DESIGN CONSULTANT SERVICES FOR SR 417 WIDENING FROM BOGGY CREEK ROAD TO NARCOOSSEE ROAD

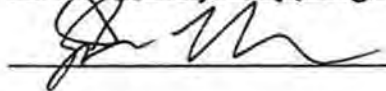
PROJECT 417-151; CONTRACT NO. 001394

CONSULTANT	Jack Burch Score	Glenn Pressimone Score	Will Hawthorne Score		TOTAL SCORE	RANKING
HDR ENGINEERING, INC.	3	2	2		7	2
INWOOD CONSULTING ENGINEERS, INC.	1	1	1		3	1
TETRA TECH, INC.	2	3	3		8	3

EVALUATION COMMITTEE MEMBERS:







Date: Monday, April 15, 2019

Date: Monday, April 15, 2019


Date: Monday, April 15, 2019

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 23, 2019

SUBJECT: Approval of Contract Award to Kisinger Campo & Associates (KCA), Corp. for Design Consultant Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike Project 429-154, Contract No.001397

The Board approved, on February 21, 2019, final rankings and authorized fee negotiations for Design Consultant Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike. Negotiations with KCA have been completed. Board award of the contract to KCA is requested in the not-to-exceed amount of \$4,175,000.00.

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

Reviewed by: 
Glenn Pressimone, PE
Director of Engineering



AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KISINGER, CAMPO & ASSOCIATES, CORP.**

**DESIGN PROFESSIONAL SERVICES FOR
S.R. 429 WIDENING FROM STONEYBROOK WEST
PARKWAY (SOUTH) TO FLORIDA'S TURNPIKE**

CONTRACT NO. 001397, PROJECT 429-154

**CONTRACT DATE: JUNE 13, 2019
CONTRACT AMOUNT: \$4,175,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, SCHEDULE, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

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

FOR

**S.R. 429 WIDENING FROM STONEYBROOK WEST PARKWAY (SOUTH) TO
FLORIDA'S TURNPIKE**

DESIGN PROFESSIONAL SERVICES

**CONTRACT NO. 001397
PROJECT 429-154**

JUNE 2019

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	

(Agreement for Design Professional Services for SR 429 Widening
from Stoneybrook West Parkway (South) to Florida's Turnpike)

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 June 2019, by and between 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 Kisinger, Campo & Associates, Corp., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 135 W. Central Blvd., 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 SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike identified as Project 429-154 and Contract No. 001397.

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:

The Balmoral Group, LLC (Class I)	I.F. Rooks & Associates, LLC (Class I)
Brindley Pieters and Associates, Inc. (Class I)	Kittelson & Associates, Inc. (Class I)
ECHO UES, Inc. (Class I and class II (survey))	KCCS, Inc. (Class I)
Geodata Consultants, Inc. (Class I and class II (survey))	Tierra, Inc. (Class II)
Traffic Engineering Data Solutions, Inc. (Class I)	

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 \$4,175,000.00 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 135 W. Central Blvd., 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/annual aggregate. 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 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: Kisinger, Campo & Associates, Corp.
135 W. Central Blvd., Suite 300
Orlando, FL. 32801
Attn: Roger Rossitto, P.E.

Kisinger, Campo & Associates, Corp.
135 W. Central Blvd., Suite 300
Orlando, FL. 32801
Attn: Thomas J. Shaw, 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]

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 May 09, 2019.

KISINGER, CAMPO & ASSOCIATES, CORP.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM STONEYBROOK
WEST PARKWAY (SOUTH) TO FLORIDA'S
TURNPIKE**

PROJECT NO. 429-154

IN ORANGE COUNTY, FLORIDA

April 19, 2019

Exhibit A
SCOPE OF SERVICES
TABLE OF CONTENTS

<u>Description</u>	<u>Page No. A-</u>
1.0 GENERAL.....	5
1.1 Location.....	5
1.2 Description	5
1.3 Purpose	5
1.4 Organization	6
1.5 Term of Agreement for Design Services.....	6
2.0 STANDARDS	7
3.0 DESIGN CRITERIA.....	8
3.1 General	8
3.2 Geometry	8
3.3 Bridge and Other Structures	10
4.0 WORK PERFORMED BY CONSULTANT	11
4.1 Design Features	11
4.2 Governmental Agencies	11
4.3 Preliminary Design Report - Review	11
4.4 Surveys and Mapping	12
4.5 Geotechnical Investigation.....	14
4.6 Contamination Impact Analysis	15
4.7 Pavement Design.....	15
4.8 Borrow Pits.....	15
4.9 Governmental Agency and Public Meetings.....	16
4.10 Environmental Permits	16
4.11 Utilities	17
4.12 PTSU	18
4.13 Roadway Design	29
4.14 Structures Design	30
4.15 Drainage Design.....	31

4.16	Roadway Lighting	32
4.17	Traffic Engineering	32
4.18	Signing and Pavement Marking Plans	33
4.19	Signalization Plans	33
4.20	Right-of-Way Surveys.....	33
4.21	Cost Estimates.....	34
4.22	Special Provisions and Specifications	34
4.23	Fiber Optic Network (FON).....	34
4.24	Toll Plazas	40
4.25	Post-Design Services.....	40
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE	42
5.1	Record Documents	42
5.2	Traffic Data	42
5.3	Other.....	42
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE	43
6.1	Right-of-Way Acquisition.....	43
6.2	Utility Agreements	43
6.3	Public Involvement	43
6.4	Contracts and Specifications Services.....	43
6.5	Post-Design Services.....	43
6.6	Environmental Permits	43
6.7	Conceptual Specialty Design	44
7.0	ADMINISTRATION.....	45
7.1	Central Florida Expressway Authority.....	45
7.2	CFX's Project Manager.....	45
7.3	Consultant.....	45
7.4	Project Control	46
7.5	Work Progress.....	46
7.6	Schedule	47
7.7	Project Related Correspondence	47
7.8	Quality Control.....	47
7.9	Consultant Personnel.....	47
7.10	Site Visit.....	47
7.11	Acceptability of the Work	48
7.12	Design Documentation.....	48

7.13	Reviews and Submittals	49
7.14	30% Roadway Plan Submittal.....	51
7.15	30% Bridge and Structural Plan Submittal	53
7.16	60% Roadway Plan Submittal.....	53
7.17	90 % Bridge and Structure Plan Submittal.....	55
7.18	90% Roadway Plan Submittal.....	55
7.19	100% Roadway, Bridge, Structural and Right-of-Way Plans.....	57
7.20	Pre-Bid Plans.....	57
7.21	Bid Set.....	57

1.0 GENERAL

1.1 Location

- A. See EXHIBIT "E", Project Location Map.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from Stoneybrook West Parkway (South) to Florida's Turnpike. Specifically, the project consists of widening to the inside for the additional general use lane and closing in the median to accommodate future Part-time shoulder use. All mainline bridges within the project limits; Stoneybrook West Parkway (South), CR 535 and Stoneybrook West Parkway (North) will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Exact limits will be set after coordination with the adjoining 429-152 project. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, tasks associated with analysis and development of the Part-time Shoulder Use Concept of Operations, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from Stoneybrook West Parkway (South) to Florida's Turnpike.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

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

- 1. Project Milestones:

- The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

- The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Design Manual, latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		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)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane 12 (10 paved)	Single Lane 6 (4 paved)	8 (4* paved)
Left	8 (4 paved)	6 (2 paved)	2 (2 paved)
			* min. 5' paved
Right	6-Lane 12 (10 paved)	Dual Lane 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane 10	Single-Lane 6	
Left	6	6	
Right	6(or more)-Lanes 12	Dual Lane 10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from Stoneybrook West Parkway (South) (Station 938.00 +/-) to Florida's Turnpike (Station 1126.00 +/-). Specifically, the project consists of widening to the inside for the additional general use lane and closing in the median to accommodate future Part-time shoulder use. All mainline bridges within the project limits; Stoneybrook West Parkway (South), CR 535 and Stoneybrook West Parkway (North), will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

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

4.3 Preliminary Design Report - Review

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

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

4.4 Surveys and Mapping

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

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

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

B. Alignment

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' from LAMP data.
3. Cross-sections will be performed at intervals along the mainline to support and validate LAMP DTM.
4. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

M. Prior to construction, the Consultant shall re-flag and reset project horizontal

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

N. CFX ITS/FON

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

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

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

4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

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

4.8 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the

Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.9 Governmental Agency and Public Meetings

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

4.10 Environmental Permits

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

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

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

B. Utility Coordination

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

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

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

4.12 PTSU

A. HCM Operational Analysis.

The FREEVAL software package will be used to conduct the operational analysis. FREEVAL is a powerful macroscopic freeway facility analysis tool based on Highway Capacity Manual (HCM) 6th Edition freeway facility methodologies. FREEVAL allows for the analysis of multiple HCM freeway segments (i.e. ramp junction, weaving sections, and basic freeway sections) using one 'run', as opposed to the traditional Highway Capacity Software (HCS) that requires individual assessments of each ramp, weaving section, and basic freeway section. The freeway facility methodology offers enhanced computational efficiency compared to individual segment analyses. The facilities methodology models queue propagation and dissipation and offers a more realistic assessment of congestion patterns when individual freeway segments reach LOS F with demands exceeding capacity. Use of FREEVAL will 1) save time vs traditional HCS analysis and vs microsimulation (i.e. VISSIM), 2) increases the accuracy of the freeway analysis as compared to traditional HCM analysis, and 3) provide the ability to efficiently do scenario

testing. FREEVAL also has capabilities of evaluating the operations of managed lanes, PTSU, work zones, and travel time reliability.

It is expected that KAI will work closely with CFX in an iterative and collaborative process throughout this task. This will involve interim deliverables, discussions, and feedback to review completed work. It is anticipated that KAI will discuss calibration results with CFX to verify the operations are consistent with existing conditions. Once the models are calibrated and agreed upon by CFX, it is anticipated another discussion with CFX will occur to present the results of the various future build scenarios. The following summarizes the individual tasks anticipated in the FREEVAL operational analysis.

1. Data Collection.

KAI will obtain or collect the necessary data to complete the traffic operations analysis. The data collection efforts are summarized as follows:

a. Transportation System Data

KAI will collect transportation systems data including the road name, area type, roadway type, number of lanes, and posted speed limit. It is anticipated that this data will come from existing sources such as the RCI database, the 2017 Florida Traffic Online database, and aerial/street view imagery.

KAI will request 2019 HERE data from CFX within the limits of the study corridors to be used for FREEVAL model calibration purposes.

It is not expected that specific traffic counts will need to be collected as part of this study. If specific traffic counts are needed as part of this study, they will be furnished by CFX.

KAI will request historical incident data or monthly crash frequency data (most recent five years of data) along each study facility to aid in the travel time reliability analysis to be completed as part of Task 1.6.

b. Project Design Files

KAI will request the most current design files for SR 417 and SR 429 to be utilized in the operational assessment of the future conditions and future alternatives. It is expected that the design files will include the roadway line work as well as the pavement markings (to be used to identify lane configurations). It is expected that a .kmz file and a .pdf of the design plans will be provided to KAI by CFX.

2. Existing Volume Development.

It is anticipated KAI will be provided with a balanced set of existing year (2019) AM and PM peak hour volumes to be used in calibration of the existing conditions FREEVAL models along SR 417 and SR 429. CFX will also provide the existing truck percentages along the two facilities to be used in the operational analysis. This will include a breakdown of single-unit trucks and tractor trailer truck percentages. KAI will also request 48-hr volume and/or classification count data along SR 417 and SR 429 from CFX. The mainline data will be used to develop daily volume profiles to be used in estimating “shoulder” hours on either side of the AM and PM peak hours (two separate, three-hour analyses). KAI will coordinate with CFX on additional analysis periods (weekday off-peak, weekend peak period, etc.) if needed.

3. Existing Geometric Network Development and Calibration.

It is expected that the limits of the FREEVAL model for SR 417 will be from International Drive to SR 528. It is expected that the limits of the FREEVAL model for SR 429 will be from just south of Stoneybrook Parkway to SR 414. Intersections will not be included in the model development.

FREEVAL geometric models will be developed for the following existing scenarios and analysis periods:

- a. SR 417 northbound – 2019 AM and PM peak periods
- b. SR 417 southbound – 2019 AM and PM peak periods
- c. SR 429 northbound – 2019 AM and PM peak periods
- d. SR 429 southbound – 2019 AM and PM peak periods

Florida-specific “default” Capacity Adjustment Factors (CAFs) will be used to adjust capacities within the merge, diverge, and weave influence areas. These factors are based on research conducted by the University of Florida and FDOT. The HERE data collected as part of Task 1.1 will be used as speed and travel time calibration targets.

4. Design Year Geometric Network Development.

Data from straight line diagrams, Google Earth, design plans, and the .kmz of the build scenario will be utilized to identify key distances and geometric features of the model network. Intersections will not be included in the model development. FREEVAL geometric models will be developed for the following scenarios:

- a. No-Build: northbound and southbound directions:
It is assumed that this will include the existing roadway configurations along SR 417 and SR 429 and can include planned interchange improvements along the facilities. It will not include PTSU.
- b. Two Build Alternatives: northbound and southbound directions:
It is assumed that KAI will coordinate with CFX on two build scenarios to evaluate (two for each facility).

5. Future Year Volume Development.

It is anticipated KAI will be provided with a balanced set of design year (2045) AM and PM peak hour volumes to be used in calibration of the existing conditions FREEVAL models along SR 417 and SR 429. Unless instructed otherwise by CFX, KAI will use the existing daily volume profiles to estimate “shoulder” hours on either side of the 2045 AM and PM peak hours. KAI will also utilize the existing truck percentages (single unit and tractor trailer) in the 2045 AM and PM peak period analyses.

6. Operational Analysis.

FREEVAL will be utilized to conduct the HCM based operational analysis for both the northbound and southbound directions along SR 417 and SR 429. It is anticipated that CFX will provide a year of failure (interim year) and the associated volumes to KAI to evaluate the need for the PTSU system. KAI will evaluate how the facilities will operate in interim year and during the design year (2045 peak period).

The following analysis scenarios along SR 417 and SR 429 will be analyzed:

- a. Existing
 - i. 2019 AM and PM peak periods
- b. No-Build
 - i. Interim Year AM and PM peak periods
 - ii. 2045 AM and PM peak periods
- c. Build Option 1
 - i. Interim Year AM and PM peak periods
 - ii. 2045 AM and PM peak period
- d. Build Option 2

- i. Interim Year AM and PM peak periods
- ii. 2045 AM and PM peak period

In addition to the recurring congestion analysis, a non-recurring travel time reliability (TTR) analysis will be conducted for the Build scenarios to understand the impacts of incidents, weather, and demand on operations along each study facility. The data collected in Task 1.1 will be utilized as inputs into the TTR analysis. This will aid in understanding the operations of the various Operational Scenarios of the PTSU system (to be discussed in Task 2).

7. Technical Memorandum.

KAI will prepare a technical memorandum summarizing the operational analysis results, including figures, tables, and supporting documentation for each of the SR 417 and SR 429 study facilities and will be submitted for review. One round of comments will be addressed, and a final memorandum will be submitted for each facility.

B. Concept of Operations (ConOps) Document.

KAI will lead the development of a ConOps document for the PTSU strategy along both the SR 417 and SR 429 facilities (two separate documents). KAI will lead items 1, 2, and 7 of the ConOps and coordinate with CFX and CFX's consultants to address items 3-6. Coordination with FDOT's Traffic Management Center staff will also be crucial in the development of the ConOps document. The ConOps document will answer the following questions:

- Who are the stakeholders involved with the system?
- What are the known elements and high-level capabilities of the system?
- When is the time sequence of activities that will be performed?
- What are the geographical and physical extents of the system?
- Why are the improvements needed?
- How will this be designed, built, or retrofitted to the system?

The ConOps will include the following elements as noted in the *Planning for TSM&O Guidebook*. The guidebook was prepared by FDOT District Five (with two KAI co-authors) as part of the Strategic Highway Research Program 2 (SHRP 2).

1. Introduction

Should include the document outline, the purpose & need of the project, goals & objectives, and boundaries of the system.

2. Reference Documentation

Any supporting documentation such as: business planning documents, related system ConOps & requirements, studies identifying operational needs, meeting minutes.

3. Operational Description

An overview of how the improvements will be implemented; user activities, operational process, and organizational/personnel structures required.

4. Operational Needs

An outline of what is necessary for the agency/region to implement the system and/or complement/improve the existing system.

5. System Overview

High-level description of the key system components and the interrelationships among the elements (e.g. system capabilities, goals and objectives of the system).

6. Operational Support

Description of the overall system needs; this does not include the design details such as vendor hardware.

7. Operational Scenarios

The system's impact under general conditions such as, normal, peak hour or stress, maintenance mode, failure events, and how it handles anomalies.

8. Identification of Key Stakeholders and Project Vision/Goals Development.

KAI will work directly with CFX to determine a list of key stakeholders in the development of the SR 417 and SR 429 ConOps. The following stakeholders could be considered, and it is anticipated that additional stakeholders will be engaged:

- a. Central Florida Expressway Authority
- b. Florida Department of Transportation District Five
- c. Florida's Turnpike Enterprise
- d. City of Orlando
- e. MetroPlan Orlando

- f. Disney
- g. Orange County
- h. Lynx
- i. Local Law Enforcement and County Sheriff
- j. Fire and Rescue Departments
- k. Emergency Medical Services
- l. Florida Highway Patrol
- m. Media/Information Service Providers
- n. Design Teams

KAI will work directly with CFX and the identified key stakeholders to develop a project visions, mission, and set of goals for the PTSU ConOps documents along both study facilities.

9. References.

KAI will identify a list of supporting references and resources in developing the ConOps. Some resources that will be considered are:

- a. Developing and Using a Concept of Operations in Transportation Management Systems (FHWA 2005)
- b. Use of Freeway Shoulders for Travel – Guide for Planning, Evaluating, and Designing Part-Time Shoulder Use as a Traffic Management Strategy (FHWA 2016)
- c. Planning for TSM&O Guidebook (FHWA 2017)
- d. Active Traffic Management (ATM) Implementation and Operations Guide (FHWA 2017)
- e. Implementing Bus on Shoulder in Florida – Statewide Guidance (FDOT 2017)

10. Description of Existing System.

This task will focus on the collection and analysis of existing conditions information. This will include the following:

- a. Interchange/Toll Plaza Inventory
 - i. SR 417 (12 Interchanges and 2 Toll Plazas)
 - 1) Osceola Parkway
 - 2) SR 536
 - 3) Toll Plaza west of Hunter’s Vista Boulevard
 - 4) John Young Parkway
 - 5) Orange Blossom Trail
 - 6) Florida Turnpike (SR 91)
 - 7) Landstar Boulevard

- 8) Toll Plaza west of Wyndham Lake Boulevard
- 9) Boggy Creek Road/Jeff Fuqua Boulevard
- 10) Lake Nona Boulevard
- 11) Narcoossee Road
- 12) Moss Park Road
- 13) Dowden Road
- 14) SR 528
- ii. SR 429 (7 Interchanges and 1 Toll Plaza)
 - 1) Winter Garden Vineland Road (CR 535)
 - 2) Florida's Turnpike (SR 91)
 - 3) SR 50
 - 4) SR 438
 - 5) West Road/Clarcona-Ocoee Road
 - 6) Toll Plaza south of McCormick Road
 - 7) CR 437A (Ocoee-Apopka Road)
 - 8) SR 414

b. Existing Traffic Operations

- i. Existing traffic patterns (peak hours, directional factors, truck factors, etc.)
- ii. Locations of existing bottlenecks

c. Existing TSM&O and ITS Technologies

- i. Traffic detectors
- ii. Traveler information
- iii. Incident management
- iv. Support environment

d. User Profiles

e. Traffic Management Center (TMC) Integration

f. ATMS Software

g. Transit Modes

- i. Lynx
- ii. Disney's Magical Express

11. Justification and Nature of Changes.

KAI will coordinate with CFX and CFX's consultants to identify the reasons for developing the proposed system including:

- a. New or modified user needs, missions, or objectives
- b. Dependencies or limitations of the current system

The desired changes of the system will be described and will include:

- a. Capability changes
- b. System processing changes
- c. Interface changes
- d. Personnel changes
- e. Environmental changes
- f. Support changes
- g. Other changes

In addition, the changes considered but not included in the proposed system will be included so that it clear what other options were considered and why they will not be included.

12. Concepts for the Proposed PTSU System.

KAI will coordinate with CFX and CFX's consultants to provide a high-level description of the PTSU system that indicates the operational features to be provided in the proposed system including:

- a. Proposed PTSU system's background, objectives, and scope
- b. Operational polices or constraints imposed on the proposed PTSU system
 - i. Hours of operations
 - ii. Staffing, space, or hardware constraints
- c. Description of the proposed PTSU system
 - i. Operational environments and its characteristics
 - ii. Major system components and the interconnections among these components
 - iii. Interfaces to external systems or procedures
 - iv. Capabilities or functions of the proposed system
 - v. Relationship to other systems
 - vi. Conformity and compatibility to the statewide ITS architecture and regional ITS architectures
 - vii. Deployment and operational risk factors
 - viii. Performance characteristics
 - ix. Quality attributes, such as reliability, accuracy, availability, expandability, flexibility, interoperability, maintainability, portability, reusability, supportability, survivability, and usability

- x. Provisions for safety, security, privacy, integrity, and continuity of operations in emergencies
- d. Modes of operation
- e. User involvement and interaction
 - i. Advanced warning signs types
 - ii. Advanced warning sign placement spacing
- f. Support environment

13. Operational Scenarios.

The operational scenarios will describe how the PTSU strategy will operate under different scenarios. The scenarios presented will not represent every possible condition of the roadway but will reflect typical events the PTSU system will encounter. The following are six possible scenarios that PTSU system may encounter:

- a. Free Flow
- b. Recurrent Congestion
- c. Lane Restriction
- d. Weather Conditions
- e. Complete Closure
- f. Non-recurrent Congestion

KAI will prepare ConOps diagrams for each of the operational scenarios. These will include the messages that will be displayed on the dynamic message signs (DMS).

14. ConOps Documentation.

KAI will lead the development of a ConOps report that documents the subtasks included under Task 2 for the SR 417 and SR 429 facilities and will be submitted for review (one ConOps document for each facility. Two rounds of comments will be addressed, and a final report will be submitted for each facility.

C. Meetings.

The following meetings are anticipated for each of the SR 417 and SR 429 projects:

- 1. One (1) in-person project visioning team (PVT) meeting (assumes three KAI staff)
- 2. Two (2) in-person operational results meetings (assumed two KAI staff)

3. Fifteen (15) monthly coordination/progress meetings via phone with CFX to coordinate activities, review progress, and present results (assumed one KAI staff)

Meeting notes will be prepared to summarize the meetings listed above.

D. QA/QC and Project Management

1. QA/QC.

KAI will designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. Work effort for QA/QC reviews will be limited to five (5) percent of the work effort for each task.

2. Project Administration

- a. Project Management: KAI will keep CFX informed on the status of project-related milestones and schedule. Work effort for Project Management will be limited to ten (10) percent of the work effort for each task.

- b. Project Schedule: KAI will prepare and submit a detailed project schedule identifying major tasks, their durations and tasks relationships. KAI is responsible for keeping the schedule up to date and keeping CFX informed about the current schedule status.

E. Miscellaneous Support.

In addition to the services included in Task A through E, KAI may provide additional professional consulting, technical, and engineering support services to CFX's Project Manager under the current contract including:

1. Coordination and support the development of a Systems Engineering Management Plan (SEMP)
2. PTSU signing diagrams
3. Work zone/MOT plan analysis using FREEVAL
4. Various PTSU needs
5. Miscellaneous coordination
6. Additional meeting attendance as requested
7. Miscellaneous support to CFX project manager as requested

4.13 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1"=50' scale)
 - 9. Interchange layout plans
 - 10. Ramp Terminal Details
 - 11. Crossroad plans and profiles (1"= 50' scale)
 - 12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
 - a. Earthwork quantities
 - 13. Traffic Control Sheets including Temporary Drainage
 - 14. Utility Adjustment Sheets - as deemed necessary
 - 15. Details

16. Special provisions
17. Special specifications

4.14 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges
 - a. Stoneybrook West Parkway (South)
 - b. CR 535
 - c. Stoneybrook West Parkway (North)
 2. Retaining walls
 3. Box Culverts
 4. Slope protection
 5. Approach slabs for bridge widenings
 6. Summary quantity tables
 7. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.
 8. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.
 9. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
 10. Sound walls. CFX to provide limits and locations

11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.15 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Modification of existing floodplain analysis and compensation ponds is included to obtain required permits.
 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections
4. Lateral ditches/channels
5. Outfall ditches/channels
6. Retention/detention ponds/exfiltration system

4.16 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 1. Cover sheet (key sheet)
 2. Tabulation of Quantities
 3. General notes
 4. Pole data and Legend sheet
 5. Project Layout sheet
 6. Plans sheets (plans at 1"=50' scale)
 7. Service point detail
 8. Special Details

4.17 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic

during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.18 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).

4.19 Signalization Plans

- A. Signal plans are not anticipated for this improvement. If requested, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.20 Right-of-Way Surveys

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

4.21 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.

4.22 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.

4.23 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits

- m. Fiber splice details 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. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Relocation, replacement, or upgrade of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction. All existing analog CCTV within the project limits shall be upgraded to HD cameras.
- v. Relocation, replacement, or upgrade of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction. Support the FCC application process for any relocated DCS sites.
- w. Relocation, replacement, or upgrade of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction. All TMS to be re-configured and calibrated during construction to account for any lane shifts and the added lanes.
- x. Relocation of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction. All existing Skyline DMS shall be replaced with new

- generation color DMS. All three-line and two-line DMS shall be centered over the new travel lane configuration.
- y. Conversion of all existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
 - z. Accommodate conduit and access pull boxes for future Part Time Shoulder Running (PTSR) ITS where reasonable.
 - aa. Replace existing pole mounted 336s and older ground mounted local hub cabinets with new 334 cabinets meeting CFX ITS equipment standards.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

Summary of Assumed FON Impacts	
FON Drops / Laterals	Notes
One SR 429 crossing N. of Daniels Rd	Due to inside widening and drainage modifications

Summary of Assumed Device Impacts	
3-Line Walk-in DMS	Notes

DMS-429-20.5-SB	Replace panel on existing structure and center over final lane configuration
DMS-429-20.5-NB	Replace panel on existing structure and center over final lane configuration. Includes adjusting DCS attached to DMS panel.
Local Hubs	Notes
LHUB-429-17.7-SB	Replace 336S with 334
LHUB-429-18.4-SB	Replace 336S with 334
LHUB-429-18.8-NB	Replace 336S with 334
LHUB-429-19.2-NB	Replace 336S with 334
LHUB-429-19.9-SB	Replace existing cabinet with 334
LHUB-429-20.3-SB	Replace 336S with 334
LHUB-429-20.3-NB	Replace 336S with 334
LHUB-429-20.5-SB	Replace 336S with 334
CCTV Devices	Notes
CCTV-429-17.7-SB	To remain as-is
CCTV-429-18.4-SB	To remain as-is
CCTV-429-19.2-NB	To remain as-is
CCTV-429-19.9-SB	To remain as-is
CCTV-429-20.3-NB	To remain as-is
TMS Devices	Notes
TMS-429-18.4-SB	To be adjusted/modified due to additional lanes created by widening
TMS-429-18.4-NB	To be adjusted/modified due to additional lanes created by widening
TMS-429-18.8-NB	To be adjusted/modified due to additional lanes created by widening
TMS-429-19.8-SB	To be adjusted/modified due to additional lanes created by widening
TMS-429-19.8-NB	To be adjusted/modified due to additional lanes created by widening
TMS-429-19.9-SB	To be adjusted/modified due to additional lanes created by widening
TMS-429-20.3-SB	To be adjusted/modified due to additional lanes created by widening
TMS-429-20.3-NB	To be adjusted/modified due to additional lanes created by widening
DCS Devices	Notes
DCS-429-18.8-NB	To be adjusted/modified due to additional lanes created by widening

DCS-429-19.8-NB	To be adjusted/modified due to additional lanes created by widening
Load Centers	Notes
ESM-429-17.6-SB	Assess given changes in load from device and local hub modifications
ESM-429-18.3-NB	Assess given changes in load from device and local hub modifications
ELC-429-19.2-NB	Assess given changes in load from device and local hub modifications
ELC-429-19.9-NB	Assess given changes in load from device and local hub modifications
ESM-429-20.4-SB	Assess given changes in load from device and local hub modifications

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams 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.

4.24 Toll Plazas

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.25 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This

work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed - See Section 3.02, Geometry
 - 6. AVI Percentages

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

- A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

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

6.3 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

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

6.6 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
- C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.5 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall

issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the “standards-of-the industry” quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.
 - 2. Design criteria used for the project.
 - 3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.
5. Drainage calculations
6. Structural design calculations.
7. Geotechnical report.
8. Hydraulics Report for each bridged stream crossing.
9. Earthwork calculations not included in the quantity computation booklet.
10. Calculations showing cost comparisons of various alternatives considered, if applicable
11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.
14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.

- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

- 1. Key Map Prepared

- a. Location map shown complete with destinations, ranges and townships.
- b. Beginning and ending stations shown.
- c. Any equations on project shown.
- d. Project numbers and title shown.
- e. Index shown.

- 2. Drainage Map Prepared

- a. Existing culvert sizes and elevations.
- b. Horizontal alignment shown.
- c. Drainage areas and flow arrows shown.
- d. High water information shown.
- e. Beginning and end stations shown along with any equations on project.
- f. Interchange supplemental maps prepared.

- 3. Typical Section Sheets

- a. Ramp typical sections developed.
- b. Pavement structure shown.
- c. Special details developed.

- d. General notes shown.
- 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.
 - e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.
 - h. Existing ground line.
 - i. Proposed profile grade.
 - j. Type, size and horizontal location of existing utilities.
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown.
- 5. Cross Sections
 - a. Existing ground line.
 - b. Preliminary templates at critical locations (not to exceed 500 feet).
 - c. Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
 - a. Geometric dimensions.
 - b. Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
 - a. Striping layout.

- b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

- 1. Key Map

- a. Project description and number shown.
- b. Equations, exceptions and bridge stations shown.
- c. North arrow and scale included.
- d. Consultant and CFX sign-off included.
- e. Contract set index complete.
- f. Index of sheets updated.

- 2. Drainage Maps

- a. Flood data shown.
- b. Cross drains and storm sewer shown.
- c. Bridges shown with beginning and ending stations.
- d. Interchange supplemental sheets updated.

- 3. Typical Section Sheets

- a. All required typical sections are included.
- b. Limited access right-of-way lines are shown.

- c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.

- e. Boring profiles.
- 7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.
- 8. Traffic Control Plans
- 9. Utility Adjustments
- 10. Signing and Pavement Marking Plans
- 11. Intelligent Transportation System (ITS) Plans
- 12. Highway Lighting Plans
- 13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 - 1. Key Map

- a. Length of Project with exceptions shown.
 - b. Index of sheets updated.
2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
3. Typical Section Sheets
 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.

- c. Sub-excavation shown.
 - d. Volumes computed and shown.
- 8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans

7.21 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

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

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$4,175,000.00.

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:

MOFFATT & NICHOL, INC.

Total Activity Salary Costs	\$ 681,155.37
(a) Overhead Additives	
(1) Combined (174.65%)	<u>1,189,637.85</u>
Subtotal (Salary + Overhead)	1,870,793.22
(b) Lump Sum for Operating Margin (11.5211%)	<u>215,535.96</u>
Subtotal (Salary Related)	<u>2,086,329.18</u>
BASIC FEE	2,086,329.18
(c) Subcontracts (Limiting Amount)	1,779,052.68
(d) Allowance	<u>309,618.14</u>
TOTAL MAXIMUM LIMITING AMOUNT	<u>\$4,175,000.00</u>

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 174.65% 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 174.65 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 174.65%; 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 11.5211 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.

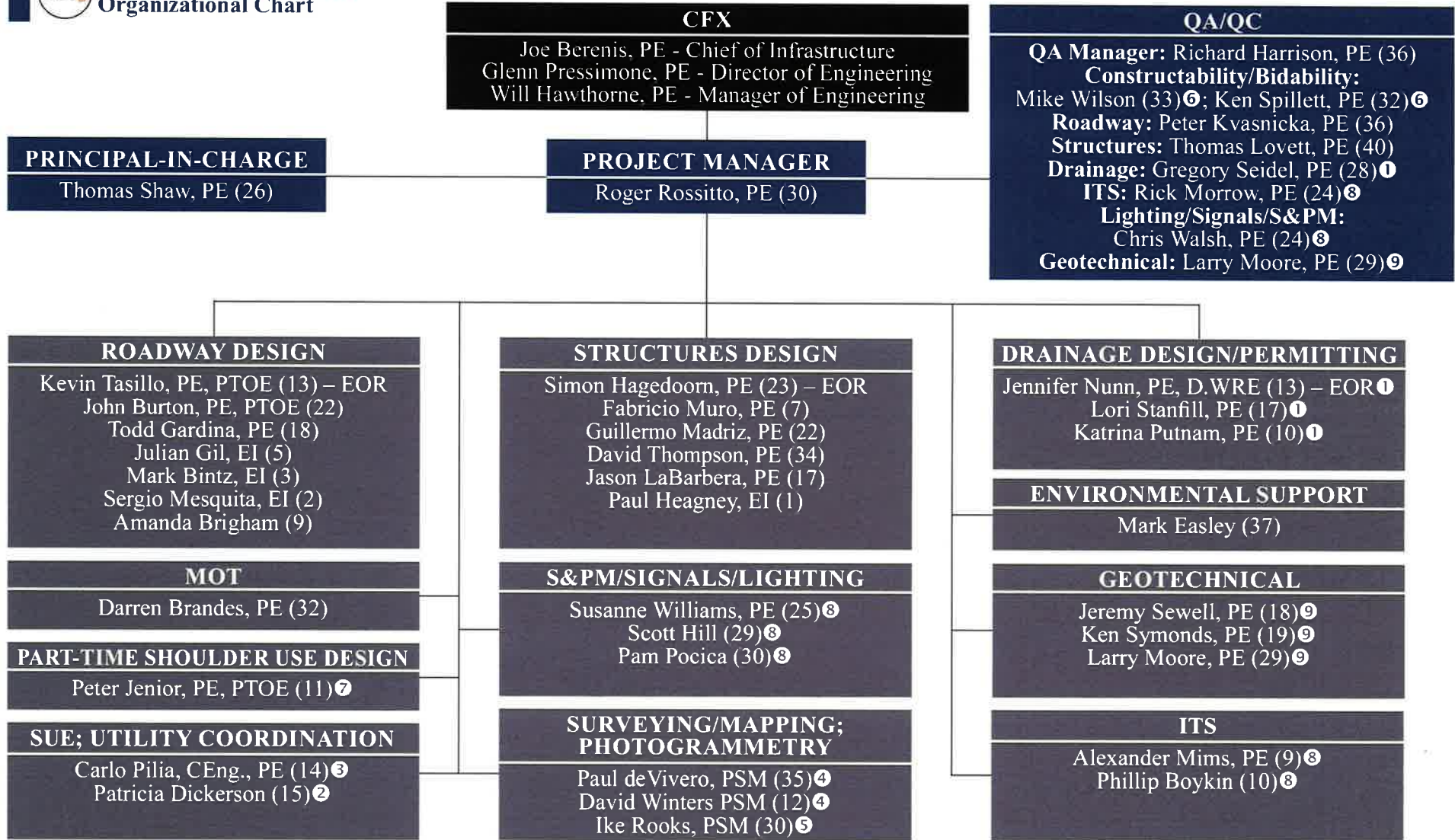
Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

EXHIBIT D

PROJECT ORGANIZATIONAL CHART



Design Consultant Services for
SR 429 WIDENING from Stoneybrook West Parkway (South) to Florida's Turnpike
 Organizational Chart



SUBCONSULTANTS

- 1 The Balmoral Group, LLC (DBE/WBE)
 - 6 KCCS, Inc.
 - 2 Brindley, Pieters and Associates, Inc. (DBE/MBE)
 - 7 Kittelson & Associates, Inc.
 - 3 ECHO UES, Inc. (DBE/MBE)
 - 8 Traffic Engineering Data Solutions, Inc. (DBE/WBE)
 - 4 Geodata Consultants, Inc. (DBE/MBE)
 - 9 Tierra, Inc. (DBE/MBE)
 - 5 I.F. Rooks & Associates, LLC
- (xx) years of experience



EXHIBIT E

PROJECT LOCATION MAP

Exhibit E

Project Location Map

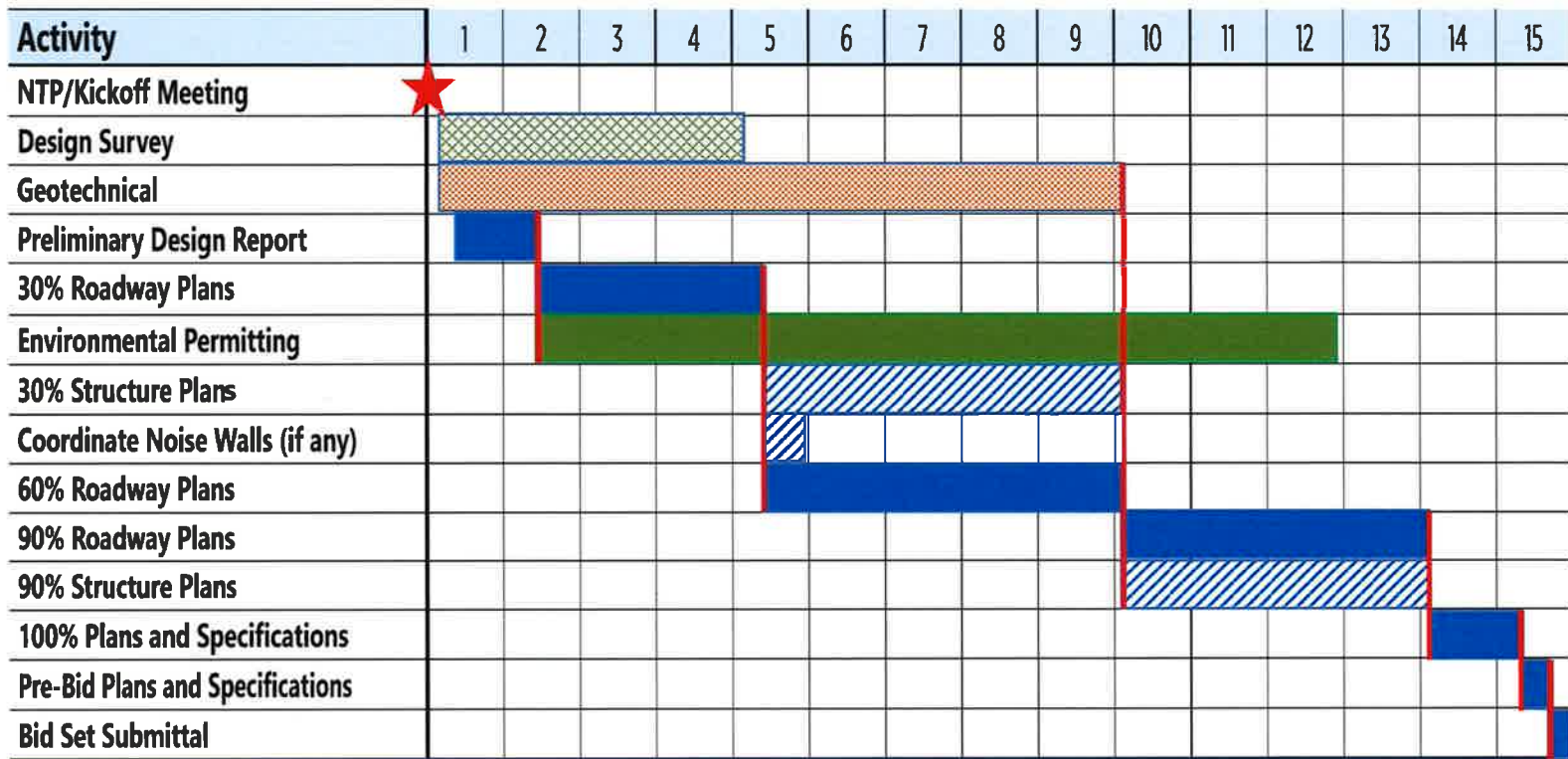


EXHIBIT F

SCHEDULE

SCHEDULE

- 15 Months to Complete
- Internal QC before each submittal
- 15 days for CFX reviews



**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Marc Ventura *MV*
Manager of Accounting and Finance

DATE: April 29, 2019

SUBJECT: Approval of Roadway Insurance Policy with
Zurich American Insurance Company

Board approval of the fiscal year 2020 roadway insurance policy with Zurich American Insurance Company (Zurich) in the amount of \$762,000.00 is requested. The insurance premium is \$704,386.00 and the broker fee is \$50,000.00, with \$7,614.00 for any mid-year additions. This policy covers damage or loss to bridges, overpasses and toll plaza infrastructure. Fiscal year 2020's policy would be the start of a new three-year rate guarantee program with Zurich. Note that Poinciana Parkway was added into this policy. The current policy expires June 30, 2019.

CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) for risk management advice and for the solicitation and evaluation of proposals for insurance coverage. Staff concurs with Gallagher's recommendation to accept the policy with Zurich.

Reviewed by: 
Mike Carlisle
Director of Accounting and Finance





Proposal of Insurance

Central Florida Expressway Authority

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

Presented: April 22, 2019

REVISED: May 8, 2019

Effective: July 1, 2019

Chris Connelly
Area Senior Vice President
Arthur J. Gallagher Risk Management Services, Inc.
200 S. Orange Avenue
Orlando, FL 32801
(407) 370-2320
Chris_Connelly@ajg.com



Insurance | Risk Management | Consulting

ajg.com

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Executive Summary

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

Current State of Florida Property Insurance Market

In early 2017, insurance industry surplus was approaching record levels and the market was continuing a softening trend. With capital continuing to increase, carrier competition and demand for growth kept rates down in the core property and casualty lines with the exception of auto liability.

Unfortunately, the past two years of loss activity has changed the direction of the market, summarized below:

- In 2017, industry property losses exceeded \$100 Billion mainly due to hurricanes Harvey, Irma, and Maria (HIM), leading to a tightening of the property market in 2018. Average rate increases for Florida loss-free programs were approximately +10%.
- In 2018, hurricanes Florence & Michael along with the California wildfires lead to a further hardening of the property market going into 2019's renewals
- As a result of 2 unprofitable years, nearly all carriers both domestically and internationally are re-underwriting their books of business. Certain Lloyds syndicates are shutting down their direct insurance businesses, and multiple domestic carriers are cutting back capacity, or dramatically increasing rates

These challenges have resulted in a difficult property market in 2019 – the market has actually gotten worse as the year has progressed. Many loss-free, \$1 Billion+ TIV accounts are experiencing 15% to 20% rate increases in Florida this year.



CFX Bridges Program History

Despite the dynamic catastrophe property market in Florida, Gallagher has been able to help CFX achieve significant rate reductions since our inception as your broker. The initial rate reduction achieved by CFX in 2004 was approximately 35% by going to a stand-alone program. Since then, your rate has decreased by an additional **49%**, including an 18% reduction in 2012 which was guaranteed through a three-year policy term. In 2017, Gallagher negotiated a continuation of the guaranteed rate policy for three additional years through the 2019 policy renewal.

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2004-2005	\$476,000,000	\$100,000,000	\$441,728	-	\$0.0928	-35%
2005-2006	\$568,096,329	\$100,000,000	\$500,004	19%	\$0.0880	-5%
2006-2007	\$628,563,474	\$50,000,000	\$810,761	11%	\$0.1290	47%
2007-2008	\$824,472,840	\$50,000,000	\$873,259	31%	\$0.1059	-18%
2008-2009	\$919,750,747	\$75,000,000	\$912,088	12%	\$0.0992	-6%
2009-2010	\$1,044,830,611	\$75,000,000	\$929,899	14%	\$0.0890	-10%
2010-2011	\$1,003,312,997	\$75 MM AOP \$50 MM Named Wind	\$701,316	-4%	\$0.0699	-21%
2011-2012	\$1,018,635,884	\$75 MM AOP \$50 MM Named Wind	\$647,343	2%	\$0.0635	-9%
2012-2013*	\$1,107,676,346	\$100,000,000	\$578,684	8%	\$0.0522	-18%
2013-2014*	\$1,107,048,341	\$100,000,000	\$578,324	-0.05%	\$0.0522	0%
2014-2015*	\$1,126,066,391	\$100,000,000	\$589,127	2%	\$0.0523	0%
2015-2016*	\$1,171,174,715	\$100,000,000	\$591,933	4%	\$0.0500	-3%
2016-2017*	\$1,273,700,873	\$100,000,000	\$639,307	8.75%	\$0.0502	-0.03%
2017-18**	\$1,436,621,223	\$100,000,000	\$681,855***	6.65%	\$0.0477	-5%
2018-19	\$1,459,363,993	\$100,000,000	\$690,995	1.58%	\$0.0473	0%
2019-20	\$1,569,478,312	\$100,000,000	\$738,913	7.55%	\$0.0471	0%
*Policy Issued on a 4-Year Term, with Guaranteed Policy Rate **Policy Issued on a 3-Year Term, with Guarantee Policy Rate ***NOTE: Only \$647,277 charged for 2017 as Zurich waived additional premium to add Wekiva Pkwy						

2019 Property Insurance Renewal – Bridges & Toll Structures

In 2014, Gallagher recommended that CFX extend its current 3 year policy rate guarantee beyond its expiration in 2015. This allowed CFX to lock in the historically low rates through 2017 and avoid uncertainty with the Florida property insurance market. It was almost unheard of in Florida for an insurance company to guarantee property insurance rates, as reinsurance costs and markets can change dramatically year-to-year. We were extremely pleased at this guarantee, which locks in historically low rates for CFX.

Due to 2012 hard market conditions, the “as is” program at the time would have left CFX with a premium increase of 23% higher than in 2011. The Zurich program we were able to negotiate actually decreased CFX’s program costs from 2011. This was during a market when all of our clients in Central Florida felt dramatic premium increases. Overall, this led to a \$215,000 reduction for CFX between the two options!

Additionally, Zurich continues to offer broader conditions than nearly all insurance clients in the Central Florida area, including a low, flat named windstorm deductible which would reduce CFX's insurance deductible by millions of dollars versus industry standard percentage deductibles.



In 2017, the Zurich 3 year term was set to expire, so Gallagher actively marketed the insurance program to other specialists in the infrastructure insurance arena. We used this leverage to get Zurich to agree to a rate reduction of -5% as shown above, as well as providing CFX the option to purchase up to \$250M of coverage if it desires. The second most competitive offer was from Chubb/ACE – an underwriter who specializes in bridge placements including FDOT/FTE; however, their pricing came in at \$1,200,000 which was nearly double the Zurich renewal offer. Starr also declined to quote due to the competitiveness of the current Zurich premiums. Both other carriers like CFX's risk; however, due to catastrophe modeling their pricing models could not be competitive.

For the 2019 renewal, we again marketed CFX's program to Zurich's 2 major competitors in the infrastructure arena, Chubb/ACE and Starr. While Chubb was slightly lower than their previous offer of \$1,200,000 they were still significantly higher than the current Zurich pricing coming in with a premium indication of \$1,000,000. Starr again declined to quote referencing their requirement for reinsurance support and uncompetitive pricing/terms.

The 2019 renewal with Zurich is a flat rate due to the three year policy term. This is a successful renewal given the general insurance market conditions – as described above most clients are experiencing 10%+ rate increases on their property insurance renewals as a result of the active 2017 & 2018 storm seasons. This includes the significant increase in CFX exposures as a result of the Wekiva Parkway coming on line in 2018. The renewal premium at the current policy rates will be \$688,913 plus Gallagher's broker fee of \$50,000.

3-Year Term Extension Option



Zurich has also provided a new three year option through 2022 with a slight increase in rates. The deposit premium for this new renewal option will be \$704,386. Our recommendation is to lock in this new 3 year program as even despite the slight increase, this represents historically low pricing for CFX. As we've seen the past 2 years, clients on annual property placements have experienced significant market fluctuations which can be avoided with the 3 year term.

Other Renewal Options for Consideration

- **Loss of Revenue, Non-Physical Damage** – Gallagher has worked with CFX and Swiss Re to develop a tailored program to address loss of revenue due to toll suspensions issued during hurricane events. We are currently finalizing the pricing and terms for this options, but the initial structure would provide CFX:
 - \$15M of insurance limit over a 3 year policy term
 - Coverage for actual revenue losses up to \$1M per day during toll suspension
 - Policy is triggered when two events occur:
 - 1) Governor mandated suspension of tolls due to named storm; and
 - 2) Toll suspension lasting longer than 7 consecutive days

We appreciate your continued business and look forward to your further review of this proposal.

Chris Connelly, ARM-P, Are
 Area Senior Vice President
 Monday, April, 22nd, 2019



Table of Contents

Executive Summary	2
Service Team	6
Your Program	7
Named Insured	8
Market Review	9
Premium Summary	10
Payment Plans	11
Program Details	12
Property Bridges - Zurich American Insurance Company	12
Proposal Disclosures	Error! Bookmark not defined.
Proposal Disclosures	17
Carrier Ratings and Admitted Status	19
Client Signature Requirements	20
Client Authorization to Bind Coverage	21
Appendix	23
Cyber Liability eRiskHub Features	24
Claims Reporting By Policy	25
Bindable Quotations & Compensation Disclosure Schedule	26



Service Team

Chris Connelly has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Chris Connelly, ARM-P, ARe Area Senior Vice President	(407) 563-3513	Chris_Connelly@ajg.com	Producer
Erica Connick, AAI, ARM-P, CSRM Area Senior Vice President	(407) 563-3554	Erica_Connack@ajg.com	Client Service Executive
Maura Jordan, CIC Client Service Manager Sr.	(407) 563-3511	Maura_Jordan@ajg.com	Client Service Manager
Carmen Bishop, AAI Client Service Manager Sr.	(407) 563-3546	Carmen_Bishop@ajg.com	Client Service Manager Backup
Chrissy Gagne, CIC, CPIA Client Service Director	(407) 563-3516 (321) 662-3734	Chrissy_Gagne@ajg.com	Client Service Backup

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: (407) 370-2320



Your Program



Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Property Bridges
	Central Florida Expressway Authority	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.



Market Review

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

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Zurich American Insurance Company	Property Bridges	3 rd Year of 3 Year Policy Term	\$688,913.00
Chubb – Inland Marine	Property Bridges	Written Premium Indication based on existing coverage terms	\$1,000,000.00
Starr Insurance Company	Property Bridges	Declined to Quote – placement would require reinsurance support	n/a

Premium Summary

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

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM (ESTIMATED COST)		
		CARRIER	EXPIRING COST	CARRIER	(Option 1: 3 rd year of current 3 year term)	(Option 2: place new 3 year policy effective 7/1/19 - 7/1/22)
Property Bridges	Premium	Zurich American Insurance Company (Zurich Insurance Group Ltd)	\$640,995.00	Zurich American Insurance Company (Zurich Insurance Group Ltd)	\$688,913.00	\$704,386.00
	Total Fees		\$50,000.00		\$50,000.00	\$50,000.00
	Estimated Cost		\$690,995.00		\$738,913.00	\$754,386.00
	TRIA Premium		-	Included	Included	
Total Estimated Program Cost			\$690,995.00		\$738,913.00	\$754,386.00

Quote from Zurich American Insurance Company (Zurich Insurance Group Ltd) is valid until 7/1/2019

Gallagher is responsible for the placement of the following lines of coverage:

- Property Bridges**
- Package**
- Cyber Liability**

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

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Zurich American Insurance Company (Zurich Insurance Group Ltd)	Property Bridges	3rd Annual Installment on 3 Year Policy Term - Pay in Full	Agency Bill



Program Details

Coverage: Property Bridges
Carrier: Zurich American Insurance Company
Policy Period: 7/1/2019 to 7/1/2020

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Limit of Liability	Limit	\$100,000,000	Any One Occurrence
Physical Damage Coverage to the Covered Property	Sublimit	\$100,000,000	Any One Occurrence
Loss of Revenue	Sublimit	\$100,000,000	Any One Occurrence
The Maximum Amount the Company Will Pay for Loss or Damage in any One Occurrence, And/or in the Aggregate Annually for Loss or Damage from all Occurrences, Shall not Exceed the Following Amounts		-	
By the Peril of Earthquake	Limit	\$100,000,000	Annual Aggregate
By the Peril of Flood	Limit	\$100,000,000	Annual Aggregate
By the Peril of Named Storm ("Per Occurrence" Will be Endorsed for This Peril)	Limit	\$100,000,000	Annual Aggregate

Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	Physical Loss of or Damage to Covered Property, Unless Otherwise Shown Below	\$100,000	
Deductible	Physical Loss of or Damage to Surveillance Equipment	\$100,000	
Deductible	As Respects Earthquake	\$100,000	
Deductible	As Respects Flood	\$100,000	
Deductible	As Respects Named Storm	\$500,000	Flat Deductible



Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	Loss of Revenue - Waiting Period	7 Days	

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
The Policy Shall Pay no More than the Following Liability in any One Occurrence:		-
Accounts Receivable	Sublimit	\$5,000,000
Interruption by Civil or Military Authority		14 Days
Expediting Expense	Sublimit	\$2,500,000
Extra Expense	Sublimit	\$10,000,000
Or 25% of the Amount of Insured Physical Loss of or Damage to Covered Property Whichever is Less - Debris Removal Coverage	Sublimit	\$10,000,000
Fire Department Service Charges	Sublimit	\$1,000,000
Ingress and Egress		14 Days
Loss Adjustment Expense	Sublimit	\$500,000
Newly Acquired Locations	Sublimit	\$10,000,000
Ordinance or Law / Demolition or Increased Cost of Construction	Sublimit	\$10,000,000
Transit - any One Conveyance	Sublimit	\$2,500,000
Valuable Papers & Records	Sublimit	\$2,500,000
Terrorism	Sublimit	\$100,000,000
Pollutant Clean up & Removal	Limit	\$250,000

Valuations:

DESCRIPTION	LIMITATIONS
Other	Covered Property: The Actual Cost To Repair Or Replace The Lost Or Damaged Property, Valued As Of The Time And Place Of Loss, With Material Of Like Kind And Quality, Less Betterment. If Not So Replaced, Loss Shall Be Settled On An Actual Cash Value Basis With Proper Deduction For Depreciation And Exclusive Of Profit And Overhead.



Valuations:

DESCRIPTION	LIMITATIONS
Other	Transit: The Invoice Cost Plus Accrued Shipping Charges Less Shipper's Liability, If Any.
Actual Loss Sustained	Loss Of Revenue Subject To The Stated Coverage And Specified Indemnity Period.

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Policy Form: Zurich Operational Civil Works Policy; Edition Date Has Changed From Expiring. Carrier Confirmed No Material Changes.
Schedule of Locations & Values Insured
Multi-Year Policy Term - Per CWP-104
Terrorism Coverage See attached Disclosure Notice
Debris Removal Clean-Up and Decontamination Endorsement
Construction Property General Conditions
Loss of Revenue Amendment

Exclusions include, but are not limited to:

DESCRIPTION
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Property Excluded - Aircraft; Rolling Stock; Watercraft; Land/Land Values; Electrical/Gas/Water Or Other Transmission Line And Related Plants And Substations; Offshore Rigs & Platforms; Property Sold Under Conditional Sale; Shipments By Mail, Parcel Post And Those Shipments To And From Alaska Or Hawaii; Overseas Shipments And Others Per The Policy.
Exclusions - Consequential Loss; Error/Omission Or Deficiency In Design, Plans, Workmanship, Specifications Or Materials; Wear & Tear; War; Nuclear; Mysterious Disappearance & Inventory Shortage; Employee Dishonesty, Fraud & Infidelity; Fungus; Pollution & Contamination; Asbestos; Normal Subsidence & Settling; And Other Per The Policy.



Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Carrier Breakdown Of Values By Structure & Location Attached - Addendum A
Policy Territory - This Policy covers the 50 states comprising the United States of America and District of Columbia unless otherwise endorsed to the Policy.
Covered Property - This Policy Insures Against Direct Physical Loss Or Damage To Real & Personal Property From A Covered Cause Of Loss And Any Resulting Loss Of Revenue As More Fully Defined Within The Policy.
Cancellation Provision: 60 Days Except 10 Days For Nonpayment Of Premium
Multi-Year Policy Term. The following conditions apply at each anniversary date during the term of this Policy: A. The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur: (1) The policy loss ratio exceeds 30%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or (2) The addition of Covered Property during the Policy term and / or an increase in LOSS OF REVENUE* and Contingent Loss of Revenue in the amount of 5% or greater. B. It is agreed that the annual rate(s) shown in paragraph 9. of the Declarations of the Policy shall be guaranteed for each consecutive anniversary period unless otherwise precluded under A. above. C. Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, LOSS OF REVENUE* and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged.
Total Insured Value: \$1,569,478,311
Value Breakdown:
- Property Damage: TIV: \$1,101,616,365
- Loss of Revenue: TIV: \$467,861,946
- TRIA premium: TIV: \$1,569,478,311

Premium (3rd year of current 3 year policy term)	\$688,913.00
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Fees

Broker Fee	\$50,000.00
Total Fees	\$50,000.00

ESTIMATED PROGRAM COST	\$738,913.00
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TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED
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Optional Coverages:

DESCRIPTION	PREMIUM
Option for another 3 year policy term eff. 7/1/2019 - 7/1/2022 <ul style="list-style-type: none"> • If new 3 year option is elected the following exclusion will be added: Electronic Data Exclusion Endorsement – Ensuing Perils NMA2914 – attached for reference 	\$704,386.00

Subject to Audit: N/A

Statement of Values as of 3/7/2019:

	Exposures		Premium for 3rd year of current 3 year policy term	Premium for New 3 Year Option
Property Damage	\$1,101,616,365		\$440,679	\$446,948
Loss Revenues	\$467,861,946		\$234,726	\$243,626
TRIA	\$1,569,478,311		\$13,508	\$13,811
Total TIV	\$1,569,478,311	Total	\$688,913	\$704,386


Signature	
Title	
Date:	



**CONSENT AGENDA ITEM
#13**

MEMORANDUM

TO: CFX Board Members

FROM: Jeff Tecau, Managing Director, Protiviti


DATE: May 9, 2019

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on April 29, 2019.

1. Customer Contact Center Performance Assessment
2. Prior Audit Recommendations Follow-Up
3. DAVID Data Security Assessment
4. Cybersecurity Incident Response Review

Reviewed by: 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Customer Contact Center Performance Assessment

January 2019

TABLE OF CONTENTS

<u>Section</u>	<u>Page(s)</u>
Executive Summary	3 – 5
2019 vs 2017 Call Handling Performance	6
Summary of 2019 Observations	7
Detailed Observations	8 – 16
Appendix A: Status of 2017 Recommendations	17 – 19
Appendix B: Dashboard Examples	20 – 23

EXECUTIVE SUMMARY

Overview

In accordance with the 2019 Internal Audit Plan, Protiviti conducted a follow-up assessment of the Central Florida Expressway Authority (CFX) customer contact center operation's performance leveraging a contact center subject matter expert. The last performance assessment was performed in February 2017.

The CFX E-PASS customer service centers and violations enforcement operations services are outsourced to a third party vendor under a five year contract with an additional five, one year renewal options. Under the agreement, the third party vendor provides the trained personnel necessary to operate the customer service centers, including the phone center. CFX provides the primary software and systems for processing customer accounts and transactions, the Interactive Voice Response system (IVR), web site, and Violation Enforcement System (VES) image review software. CFX also provides management oversight of the customer service center operations.

The customer contact phone center currently leverages a total of 82 full and part-time agents, excluding image processing personnel, five supervisors, and a call center manager to support the customer contact center operations. For the period reviewed from October 2018 through November 2018, the average daily call volume was approximately 4,244 calls per day, which is almost twice the average daily call volume of 2,400 calls per day during the fiscal year 2017 assessment. The increase in call volume was primarily due to E-PASS and SunPass customers requesting information related to a SunPass invoicing backlog that occurred during the second half of calendar year 2018.

The call volume follows a consistent pattern, with volume peaks in the morning and late afternoons and the highest volumes occurring on Mondays and Fridays. The customer contact center services consist of Pay By Plate payments (30%), customer service (38%), Violation Enforcement System (VES) response line (18%), account replenishments (6%), Spanish, which encompasses all call types (7%) and new E-PASS accounts (1%).

The technology used in the customer contact center is based on an Avaya 8700 platform that is implemented in a configuration using multiple physical data centers. The contact center's summarized historical performance data is retained for at least 12 months. However detailed level performance data is retained for approximately 60 days. CFX implemented Monet Workforce Management in January of 2017 and a new SwampFox IVR (Intelligent Voice Response) solution in June of 2016. These tools enable CFX to more effectively route calls, match agent staffing levels to call volume patterns and forecast agent scheduling needs.

EXECUTIVE SUMMARY

Objectives

The objectives of the review were to:

- Perform an assessment of the customer contact center performance.
- Evaluate key performance indicators.
- Follow-up on areas of concern identified during the last customer contact center assessment in fiscal year 2017.

Approach

The Contact Service Center Performance Review was completed through a series of four phases that include data gathering, data analysis, process and organizational review, and recommendations and findings development.

Phase I – Data Gathering

Phase I of the project was performed by requesting and obtaining statistical data from various sources including the ACD system, Monet, and Quality systems in order to complete a statistical analysis of contact center performance for the period of October 2018. Data gathered was analyzed and collated in Phase II and later incorporated into audit findings and recommendations.

Phase II – Data Analysis

During Phase II of the audit, the statistical data gathered was analyzed to evaluate the performance of the contact center operation. Key measures such as call volumes and patterns, service levels, quality, and schedule adherence were evaluated and documented to measure performance. In addition the statistical analysis was compared to the results of the last contact center assessment performed in fiscal year 2017.

Due to the usually high call volume during October 2018, as compared to the last time the assessment was performed in 2017, additional data was requested for the month of November 2018 to determine if the call volume remained consistent.

EXECUTIVE SUMMARY

Approach (cont.)

Phase III – Process and Organizational Review

The process and organizational component of this review was designed to analyze, document, and quantify the customer contact center 's application of people, process, and technology to provide customer service

- People: Executive, Operations, IT, and Contact Center Management Interviews
- Process: Detailed Contact Analysis leveraging statistical data and historical reporting obtained and analyzed in Phases I and II
- Technology: Infrastructure and Application Review

Phase IV – Findings and Recommendations Development

Internal Audit summarized the observations and enhancement opportunities identified during the assessment.

EXECUTIVE SUMMARY

FY 2019 vs FY 2017 Call Handling Performance

The chart below provides a comparison of key call handling performance metrics for the period reviewed in 2019 as compared to the period reviewed in 2017.

Performance indicator	Oct 2018	Nov 2018	FY 2017 Assessment Period *	Change
Contact Center Agents (FTE)	82	82	57	44% increase
Average Daily Call Volume	4,448	4,041	2,400	68% increase
Average Speed of Answer	86.6 seconds	62.8 seconds	36 seconds	74% increase
Abandoned Call Rate	8.1%	5.7%	6% – 10%	43% decrease
Average Auxiliary Time Rate	23%	Not Available	28%	18% decrease
Average Talk Time	316.5 seconds	316.6 seconds	237 seconds	34% increase

*Includes call data for the period of January 2017 through February 2017.

CFX experienced unusually high call volume in October and November 2018. This was primarily due to SunPass and E-PASS customers contacting the CFX customer contact center to obtain information and assistance with backlogged SunPass toll charges that resulted from a recent SunPass system upgrade. Although CFX is not affiliated with SunPass, due to the interoperability relationship between the two agencies the CFX contact center agents provide SunPass customers with applicable information when possible. During the period reviewed from October 2018 through November 2018, the CFX's contact center received approximately 30,000 calls from SunPass customers and converted 1,100 SunPass customers to E-PASS accounts.

The increased call volume, in addition to marketing and communication efforts to increase the number of E-PASS customers, negatively affected the Average Speed of Answer and the Average Talk Time for the period reviewed. However, CFX saw an increase in the E-PASS customer base of 29%, or 97,000 customers, since the last assessment in 2017.

EXECUTIVE SUMMARY

Summary of 2019 Observations

Although the Sunpass billing issues lead to unusually high call volumes over the period of audit and the high call volumes impacted CFX's call handling performance, CFX quickly adapted by increasing staffing, redeploying staff, and modifying over-the-phone marketing efforts. Overall, the contact center's performance levels were considered good given the circumstances.

While performing the 2019 performance assessment, Internal Audit identified four observations and enhancement opportunities for CFX to consider. The related recommendations outlined below could help CFX make incremental improvements to call handling performance when unexpected events occur. Internal Audit classified the findings using a relative priority of high, medium, or low to provide management with a basis for evaluating them in the overall context of this report.

Observation #	Observation:	Relative Priority
Observation #1: Agent Utilization	While CFX is generally achieving its schedule adherence goals according to Monet reports provided, opportunities exist to improve overall agent utilization, which would increase agent's availability to answer more calls with the same number of agents.	<i>Medium</i>
Observation #2: Call Abandon Rates	Although call abandonment rates of 5% to 8% improved (decreased) as compared to the period of last assessment, abandonment rates of 5% to 8% are above the contractual service level target of less than 5%. Call volumes were abnormally high during the period reviewed due primarily to recent issues with SunPass and related services calls received by CFX.	<i>Medium</i>
Observation #3: Intelligent Voice Response (IVR) Solution	There is opportunity to improve the reporting used to monitor IVR (Intelligent Voice Response) utilization. Although the new SwampFox IVR solution implemented in June of 2016 has been very effective at segmenting customers and completing some automated self-service, the current reporting makes it difficult to ascertain how calls are flowing through the IVR, what paths these calls are taking, and where improvements could be made to the IVR to increase service automation.	<i>Medium</i>
Observation #4: Business Intelligence/Data Analytics	CFX could further improve its ability to monitor and manage the centers operation by making contact center data available in highly-consumable analytics dashboards, particularly dashboards designed to provide historical data for trend analysis and dashboards designed to provide real-time data for intraday management.	<i>Medium</i>

DETAILED OBSERVATIONS

DETAILED OBSERVATIONS

Observation 1 – Agent Utilization

Relative Priority: *Medium*

Auxiliary (aux) time reporting captures the time agents spend in typically non-productive work states such as break, lunch, etc. Data collected in the Avaya Auxiliary reports shows that customer contact center agents spent 23% of their staffed time in auxiliary states. Although the overall Average Auxiliary Time Rate decreased 5% from 28% to 23% in FY2019, the industry average for auxiliary time is between 15% – 20%. While 47% of the agents average below 20% auxiliary time, 53% of the agents appear to routinely spend an average of 30% of their staffed time in various auxiliary states.

Oct 2018 Auxiliary Rates			Feb 2017 Auxiliary Rates		
Agents < 16% Aux	Agents between 16% - 20%	Agents > 20% Aux	Agents < 16% Aux	Agents between 16% - 20%	Agents > 20% Aux
15 agents/18%	24 agents/29%	43 agents/53%	34 agents/60%	3 agents/5%	20 agents/35%
Average Aux 14%	Average Aux 18%	Average Aux 30%	Average Aux 10%	Average Aux 17%	Average Aux 64%

CFX uses a 30% auxiliary time model within Monet Workforce Management. The above data suggests that while overall agents may be within the overall 30% aux time on a daily basis, there is an opportunity to improve auxiliary time usage and therefore agent utilization to align with the industry average.

DETAILED OBSERVATIONS

Observation 1 – Agent Utilization (continued)

Recommendation:

Management should consider adjusting the auxiliary time model within Monet Workforce Management to 20% and assess the impact to the staffing requirements. Additionally, auxiliary time usage throughout the day should be monitored to identify agents with auxiliary time in excess of the target. Coaching should be provided to those agents to improve their utilization.

Management Response:

Management concurs.

Management Action Plan:

CFX Toll Operations staff will work with the third party vendor to adjust the auxiliary time model within Monet Workforce Management to 20%, assess the impact to the staffing requirements and manage staffing levels for schedule adherence.

Action Plan Owner / Due Date:

David Wynne, Director of Toll Operations / June 30, 2019

DETAILED OBSERVATIONS

Observation 2 – Call Abandon Rates

*Relative Priority: **Medium***

The call abandon rate was 5% to 8% in FY 2019 and 6% to 10% in FY 2017. Although this is a positive trend, the abandon rates are higher than the contractual service level target of less than 5%. In addition, the average speed of answer increased by 74% to 62.8 seconds, with monthly average speed of answer for October 2018 and November 2018 over 60 seconds for the Spanish, customer service and VES queues. The high average speed of answer in these queues may be negatively impacting the abandon rate.

Recommendation:

CFX management should evaluate the current staffing levels and the need for additional full/part time staff to provide additional call handling resources, including the need for additional Spanish speaking agents. In addition, improving the agent auxiliary rates should help to improve upon current average speed of answer and call abandon rates.

Also, management should ensure the appropriate staffing levels are maintained after the Orlando Airport Visitor Toll Pass Program is opened in May 2019 and agents are reallocated to that center. It is possible that abandon rates and wait times will peak if resources are not appropriately staffed or are lost.

DETAILED OBSERVATIONS

Observation 2 – Call Abandon Rates (continued)

Management Response:

CFX management is constantly evaluating staffing levels and making adjustments as needed that are supported by budget dollars, facility capacity and current business conditions. Currently the E-PASS Call Center facility is at the maximum capacity and additional positions can not be easily added without major facility adjustments.

Management Action Plan:

CFX staff will work with the third party vendor to adjust the auxiliary time model within Monet Workforce Management and possibly implement schedule adjustments to provide efficiencies in call handling, thus reducing the abandon rate.

Long term, CFX is looking into options to expand call center operations, including opening another call center location and recruiting more bilingual staff to assist a growing Spanish speaking demographic.

Action Plan Owner / Due Date:

David Wynne, Director of Toll Operations / December 31, 2019

DETAILED OBSERVATIONS

Observation 3 – Intelligent Voice Response (IVR) Solution

Relative Priority: **Medium**

In June 2016, CFX implemented an IVR solution from Swampfox to identify callers, direct calls, and automate common functions such as payment of toll violations. At the time of this assessment, the IVR solution was having a significant impact on the center, deflecting 40% to 50% of the calls that would have otherwise required agent assistance to complete. By servicing callers in the IVR, CFX is completing the transactions more rapidly, while simultaneously reducing the number of agents required to handle customer contacts.

While the IVR solution has been very effective, the reporting used to monitor IVR utilization could be improved. The current reporting makes it difficult to ascertain how calls are flowing through the IVR, what paths these calls are taking and where improvements could be made to the IVR to increase service automation.

Recommendation:

CFX should consider working with Swampfox to develop Call Path Reporting so the use of the IVR can be more effectively monitored and improved over time. Implementing Call Path Reporting would allow CFX to track the path of calls through the IVR by showing the following:

1. Show all paths taken through the IVR by calls for a given reporting period, including the total number of calls that used the path and the percentage of total calls that took the path.
2. Service automation utilization – this reporting shows the total number of calls that attempted to utilize each servicing module (e.g. provide payment locations or accept payment), the number that completed successfully, the number that abandoned in the transaction (without completing), the number that completed the transaction, the number that ended the call/abandoned after completing, and the number that opted to an agent.
3. Error reporting – listing/count of all calls that were forced to either abandon or op—out to an agent due to a specific error such as payment failure, web service failure, etc. by failure type and “node”.

As a next step, CFX should develop a roadmap or strategy for developing and utilizing call path reporting to understand the path customers take in the IVR and identify opportunities to improve the IVR to increase service automation.

DETAILED OBSERVATIONS

Observation 3 – Intelligent Voice Response (IVR) Solution (continued)

Management Response:

CFX is in the process of making changes to the tolling operations system. The new toll operation system will likely require modifications be made to the IVR.

Management Action Plan:

CFX will develop a roadmap or strategy to update and modernize the IVR as it is integrated with the new tolling operations system.

Action Plan Owner / Due Date:

Jim Greer, Director of Information Technology, and David Wynne, Director of Toll Operations / June 30, 2020.

DETAILED OBSERVATIONS

Observation 4 – Business Intelligence/Data Analytics

Relative Priority: **Medium**

Through the changes and improvements CFX has made to its organizational structure, QA programs, and Workforce management, CFX currently has easy access to accurate and complete historical data related to performance as well as real-time (and near real time) data from its various platforms. While this complete data is available via various historical reports, it is not generally available to the broader contact center team (agents and supervisors) or to the management team.

Additionally, CFX retains summarized contact center operation historical data over 12 months. However, detailed level data is only retained for 60 days. This limits the ability to perform lookback and trend analysis at detailed levels, such as intraday time periods or agent performance levels.

Recommendation:

CFX could further improve its ability to monitor and manage the center's operation by making contact center data available in highly-consumable analytics dashboards, particularly those designed to provide historical data for trend analysis and those designed to provide real-time data for intraday management. The use of highly visible dashboards showing real-time performance often enables a management team to more readily identify and respond to conditions in the contact center which may require immediate attention (unanticipated call volumes, service level issues, etc.) and improve overall service.

The Avaya ACD and the Monet Workforce Management systems store data needed to create these dashboards and wallboards. However, these tools do not have a visual studio functionality to design dashboards in a consumable, user-friendly presentation. Management should consider a visual studio product to provide the functionality to create the dashboards.

The process of setting up and implementing business analytics and related dashboards typically follows the approach outlined below:

1. Identify the data and Key Performance Indicators (KPI) that should be presented and/or trended for performance monitoring
2. Agree upon how these Key Performance Indicators will be measured and calculated
3. Determine source data/systems responsible for producing or providing data required to support analytics
4. Design and set up a repository for data to be managed in the analytics solution
5. Design Dashboard UI's including all visualizations, filters, and drill-downs
6. Implement dashboards in the center. Examples are provided in Appendix B.

DETAILED OBSERVATIONS

Observation 4 – Business Intelligence/Data Analytics (continued)

Additionally, in order to retain a larger amount of historical data, CFX should consider off-boarding its CMS data to an external database that can retain the data for at least 13-months.

Management Response:

CFX is in the process of making changes to the tolling operations system, which may improve CFX's toll operations reporting and dashboard capabilities.

Management Action Plan:

As CFX pursues the new tolling operations system, CFX will perform a cost analysis to evaluate the cost of capturing detailed level data for 13 months. In addition CFX will develop a roadmap for designing dashboards and reports that contain pertinent information, performance indicators and trend analysis in a user-friendly presentation.

Action Plan Owner / Due Date:

Jim Greer, Director of Information Technology, and David Wynne, Director of Toll Operations / June 30, 2020.

APPENDIX A

Status of FY2017 Recommendations

EXECUTIVE SUMMARY

Summary of 2017 Observations

Overall, CFX has improved the effectiveness and efficiency of the customer contact center operations since the time of the last review in 2017. The table below provide a summary of the progress made toward implementing the prior recommendations made during the 2017 call center performance review:

Observation #	FY17 Recommendations	Status of FY17 Recommendations
Observation #1: Service Level Performance	While CFX is doing a very good job of maintaining overall service levels, it appears that there is a consistent issue maintaining service level at the end of shift (beginning around 4 to 4:15 PM each day) due to the number of agents going off shift at this time of day.	CFX made adjustments to their schedules, particularly at end-of-shift to provide greater coverage, which fully addressed this observation.
Observation #2: Business Analytics / Performance Monitoring	CFX could further improve its ability to monitor and manage the centers operation by making contact center data available in highly-consumable analytics dashboards, particularly those designed to provide historical data for trend analysis and those designed to provide real-time data for intraday management. The use of highly visible dashboards showing real-time performance often enables a management team to more readily identify and respond to conditions in the contact center which may require immediate attention (unanticipated call volumes, service level issues, etc.) and improve overall service.	CFX has not yet created a business analytics solution to support real-time monitoring and analysis of call volumes, distribution, and agent performance monitoring. This recommendation is repeated in 2019. See 2019 observation #4.

EXECUTIVE SUMMARY

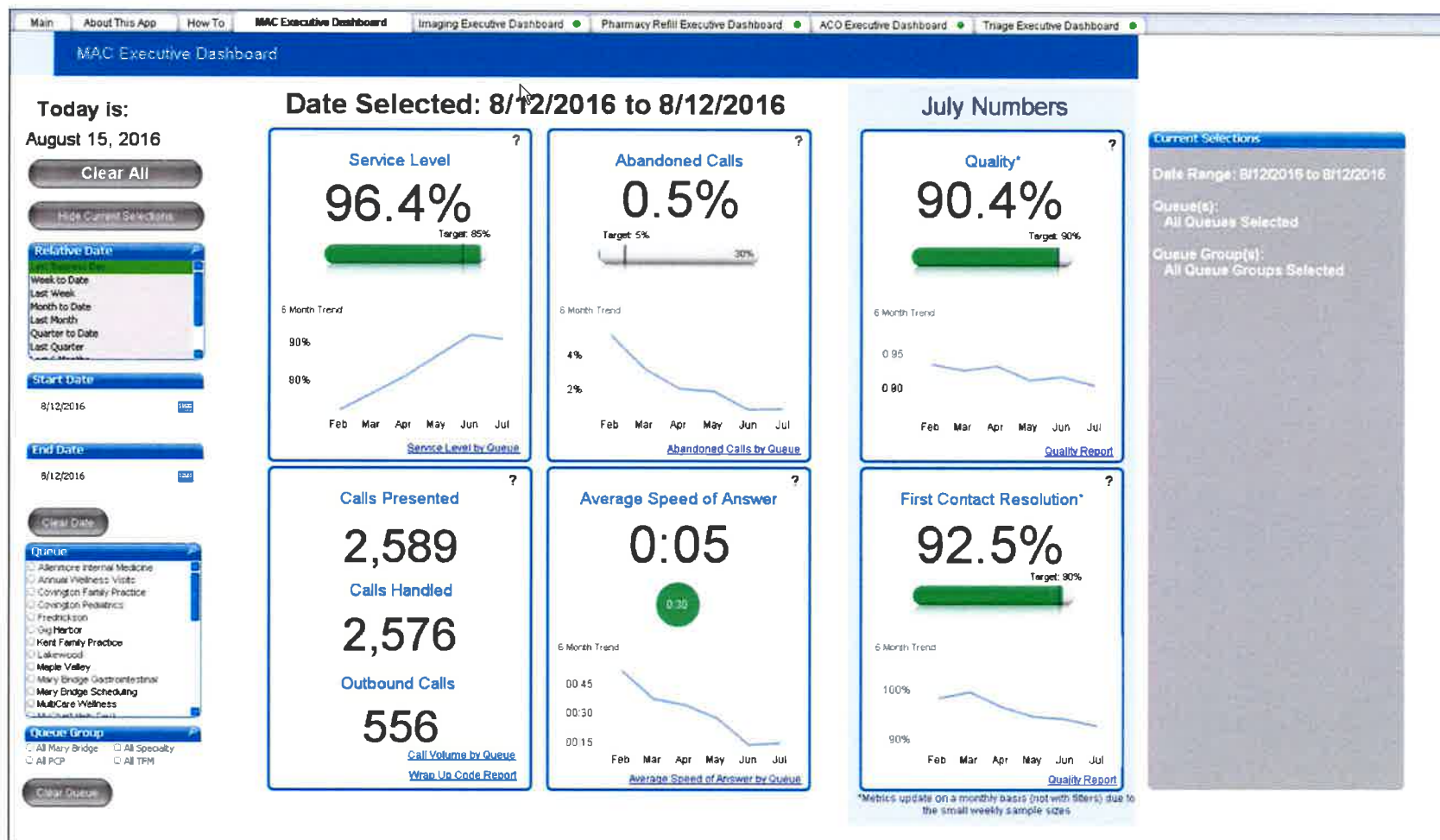
Summary of 2017 Observations (continued)

Observation #	FY17 Observation	Status of FY17 Observations
<p>Observation #3: IVR Solution Reporting and Monitoring</p>	<p>CFX should work with Swampfox to implement enhancements to its IVR reporting so the use of the IVR can be more effectively monitored and improved over time.</p>	<p>CFX has not been able to take advantage of this opportunity to date. This recommendation is repeated in 2019. See 2019 observation #3.</p>
<p>Observation #4: Quality Assurance Processes</p>	<ol style="list-style-type: none"> 1. Contact center supervisory staff should conduct one to two weekly QA monitors per agent. The use of supervisory staff in the QA process tends to help ensure cohesion between QA the rest of the contact center 2. Make QA data/performance available in real-time 3. Increase number of screen captures for quality purposes 4. Provide agents with time at beginning of shift to review prior day performance, CFX marketing material, training, or other materials to better prepare them for the shift. 	<p>These recommendations have been adopted.</p>

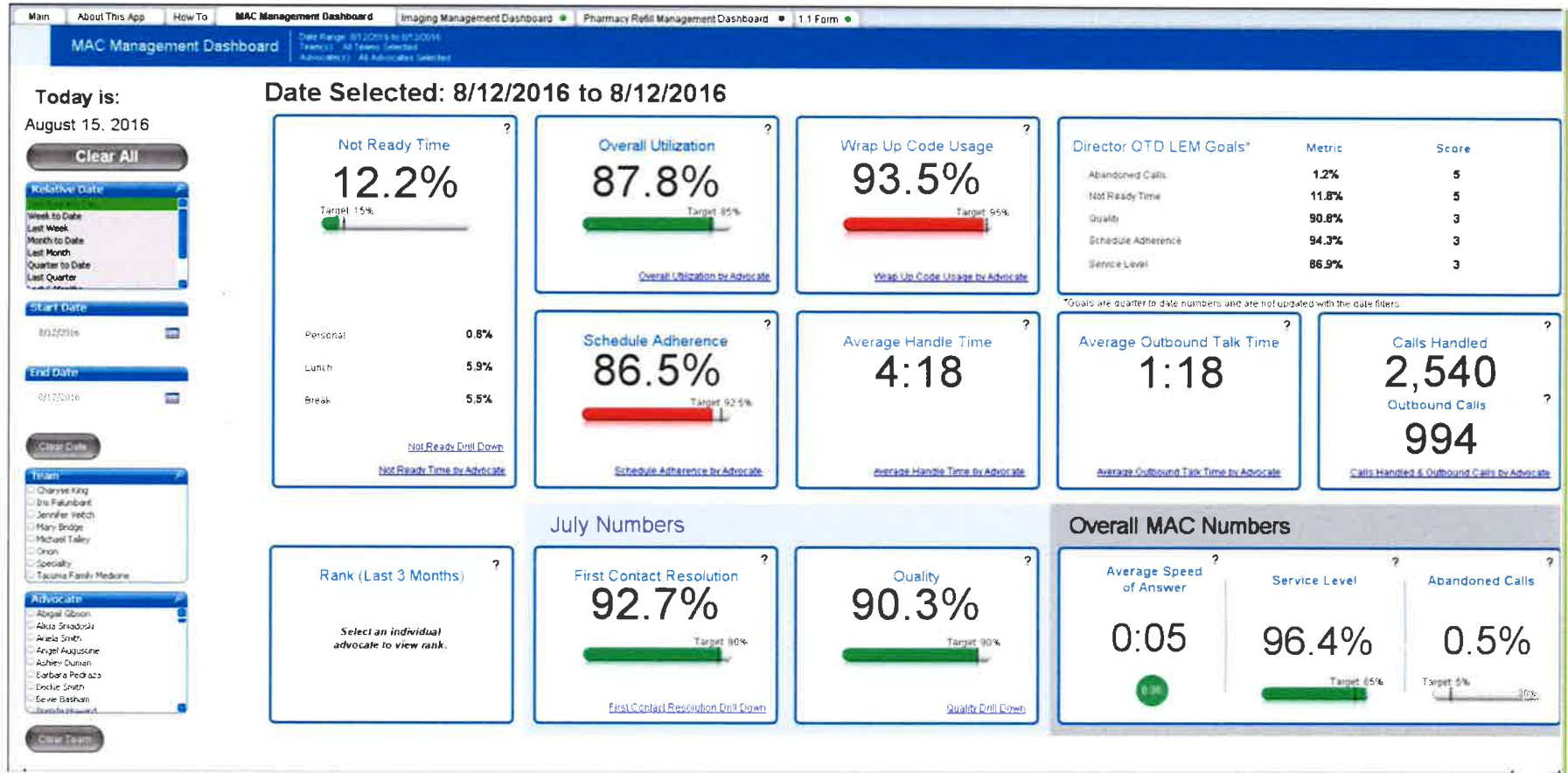
APPENDIX B

Sample Dashboards

APPENDIX B – DASHBOARD EXAMPLE



APPENDIX B – DASHBOARD EXAMPLE



APPENDIX B – DASHBOARD EXAMPLE

Today is:
August 15, 2016

Date Selected: 7/1/2016 to 7/31/2016

Back Clear All

Hide Current Selections

Relative Date

- Week to Date
- Last Week
- Month to Date
- Last Month
- Quarter to Date
- Last Quarter
- Last 6 Months
- Year to Date
- Last Year

Clear Date

Queue

- Allenmore Internal Medicine
- Annual Wellness Visits
- Covington Family Practice
- Covington Pediatrics
- Fredrickson
- Gig Harbor
- Kent Family Practice
- Lakewood
- Maple Valley
- Mary Bridge Gastrointestinal
- Mary Bridge Scheduling
- MultiCare Wellness
- MyChart Help Desk
- MyConnected Care
- No Doc
- Northshore
- Optum
- Pharmacy - MAC
- South Hill
- Spanaway
- Tacoma Central Family Me
- Tacoma Central Internal Me
- Tacoma Family Medicine
- Tacoma Family Medicine O
- Triage-MAC
- Triage-TFM
- WA Employees
- West Tacoma

Queue Group

- All Mary Bridge
- All PCP
- All Specialty
- All TFM

Clear Queue

Queue	Service Level	Abandoned Calls	Average Speed of Answer	Calls Presented	Calls Handled
Allenmore Internal Medicine	91.6%	0.9%	0:13	3,462	3,430
Annual Wellness Visits	96.0%	0.0%	0:14	101	101
Boeing	100.0%	0.0%	0:02	15	15
Care Management	75.0%	0.0%	0:31	12	11
Covington Family Practice	92.1%	0.7%	0:12	6,049	6,008
Covington Pediatrics	96.9%	0.1%	0:05	2,834	2,831
Fredrickson	91.6%	0.6%	0:16	1,289	1,281
Gig Harbor	91.4%	1.1%	0:12	6,491	6,419
Humana	100.0%	0.0%	0:01	1	1
Kent Family Practice	92.3%	1.0%	0:11	4,622	4,578
Lakewood	90.8%	0.8%	0:14	3,080	3,055
Maple Valley	91.7%	1.1%	0:12	2,642	2,612
Mary Bridge Gastrointestinal	91.0%	0.3%	0:12	3,161	3,151
Mary Bridge Scheduling	90.1%	0.5%	0:14	3,018	3,003
MultiCare Wellness	93.2%	3.0%	0:06	266	255
MyChart Help Desk	100.0%	0.0%	0:01	9	9
MyConnected Care	100.0%	0.0%	0:01	5	5
No Doc	95.8%	0.5%	0:07	191	189
Northshore	91.5%	0.5%	0:14	2,425	2,413
Optum	92.9%	0.0%	0:09	14	14
Pharmacy - MAC	72.5%	6.5%	0:37	604	564
South Hill	90.6%	1.2%	0:14	2,766	2,733
Spanaway	88.5%	0.7%	0:18	2,703	2,685
Tacoma Central Family Me	91.4%	0.8%	0:13	2,371	2,353
Tacoma Central Internal Me	91.1%	0.7%	0:15	3,372	3,350
Tacoma Family Medicine	87.2%	1.2%	0:19	4,377	4,325
Tacoma Family Medicine O	88.2%	1.5%	0:16	797	785
Triage-MAC	98.2%	0.4%	0:02	452	449
Triage-TFM	87.1%	0.6%	0:18	155	152
WA Employees	100.0%	0.0%	0:01	17	17
West Tacoma	90.4%	0.7%	0:14	3,011	2,988

Metric Shown

- Abandoned Calls (%)
- Average Speed of Answer (mm:ss)
- Calls Handled (#)
- Calls Presented (#)
- Service Level (%)

Weekday

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

Time

- 12:00 AM
- 12:30 AM
- 1:00 AM
- 1:30 AM
- 2:00 AM
- 2:30 AM
- 3:00 AM
- 3:30 AM
- 4:00 AM
- 4:30 AM
- 5:00 AM
- 5:30 AM
- 6:00 AM
- 6:30 AM
- 7:00 AM
- 7:30 AM
- 8:00 AM
- 8:30 AM

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Prior Audit Recommendations Follow-Up

February 15, 2019

TABLE OF CONTENTS



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

EXECUTIVE SUMMARY



Overview

As part of the Fiscal Year 2019 Internal Audit plan, Internal Audit performed a review of open audit recommendations from prior audit reports as of February 15, 2019 to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:



2013 Toll Revenue Audit	2018 Safety and Maintenance Compliance Audit
2017 Customer Service Center Performance Assessment	2018 Pay By Plate Audit
2017 Business Continuity Management Review	2018 IT General Controls Review
2017 Change Management – Tolling System Replacement Audit	2018 Penetration Test

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




Objectives, Scope, and Approach

This review was completed as of February 15, 2019 and consisted of meetings with management to determine the status of open audit recommendations and testing of management's response and status. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of September 30, 2018, no further work was performed and the recommendation was not included for review.

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

EXECUTIVE SUMMARY

 Recommendations Summary					
Audit	Open as of September 30, 2018	New Action Plans	Completed as of February 15, 2019	In Progress as of February 15, 2019*	Past Due
2013 Toll Revenue Audit	1	0	0	1	0
2017 Customer Service Center Performance Assessment	1	0	0	1	0
2017 Business Continuity Management Review	2	0	2	0	0
2017 Change Management - Tolling System Replacement Audit	1	0	0	1	0
2018 Safety and Maintenance Compliance Audit	3	0	3	0	0
2018 Pay By Plate Audit	5	0	3	2	0
2018 IT General Controls Review	1	0	0	1	0
2018 Penetration Test	N/A	2	0	2	2
Total	14	2	8	8	2

*8 recommendations are classified as "In Progress." 2 of these recommendations are considered "Past Due."

STATUS OF PAST DUE RECOMMENDATIONS

#	Audit	Management Action Plan	Responsible Party	Summary of Status	Due Date
1	2018 Penetration Testing	Exempt F.S.282.318			

2	2018 Penetration Testing	Exempt F.S.282.318			
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STATUS OF ALL OPEN RECOMMENDATIONS

STATUS OF ALL OPEN RECOMMENDATIONS

2013 Toll Revenue Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Potential Revenue Leakage/Toll Collections Audit:</p> <p>CFX will automate certain aspects of the Toll Plaza Attendant's Shift Record Log by integrating tracking of unusual occurrences, violations, and insufficient fund transactions within system. This recommendation will be implemented as a function of the Tolling System replacement.</p>	David Wynne, Director of Toll Operations	In Progress - Pending completion of the Toll System Replacement Project	Per discussion with Dave Wynne, Director of Toll Operations, this recommendation is planned to be implemented as a function of the Toll System Replacement (TSR) project. However, given the delays surrounding the TSR project, CFX is currently reviewing this action plan to determine if it is among the critical priorities involved in the TSR project and if the automation of this process will continue to be included in the project scope. As it stands, management expects this action plan to be implemented by the second revised date or removed from scope of the project completely.	<p>Original: 7/1/15</p> <p>Revised: 12/31/17</p> <p>Revised: 12/31/19</p>

2017 Customer Service Center Performance Assessment

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Intelligent Voice Response (IVR) Solution:</p> <p>To ascertain how calls are flowing through the IVR and what paths these calls are taking, CFX has identified a Call Path Report within IVR that consists of historical graph, error reporting, and service utilization. CFX will work with the third party contact center vendor to provide data in an acceptable format and provide an internal link for Toll Operations to access the data.</p>	Corey Quinn, Chief of Technology/ Operations	In Progress – Pending Tolling Operations System Replacement	Per discussion with Corey Quinn, Chief of Technology and Operations, CFX is currently obtaining price estimates for the system automation required to produce the SwampFox Call Path Reports. CFX will evaluate whether the project will be a valuable investment. CFX expects to have an investment analysis by the revised due date and make a decision whether to move forward with the recommendation.	<p>Original: 4/30/18</p> <p>Revised: 7/15/19</p>

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Business Continuity Management Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Crisis Management Testing: Management will create a crisis management testing program.	Evelyn Wilson, Director of HR	Complete	Per inspection of the Crisis Management Plan, Internal Audit verified a testing program has been developed by management. In accordance with the plan, a full scale test of the plan is to be performed every two years.	Original: 12/31/17
	Michelle Maikisch, Chief of Staff			Revised: 10/31/18
				Revised: 3/31/19
Crisis Management Plan: Management will formally document a Crisis Management Plan.	Evelyn Wilson, Director of Human Resources	Complete	Per discussion with Evelyn Wilson, Director of Human Resources, CFX has formally documented the Crisis Management Plan. Internal Audit obtained and inspected the plan document and verified the policy, procedures, responsibilities, maintenance and training were outlined in the Crisis Management Plan document.	Original: 12/31/17
	CFX Crisis Management Team ("CMT")			Revised: 10/31/18
	CFX Executive Management			Revised: 3/31/19

2017 Change Management - Tolling System Replacement Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
TSR Vulnerability Scans: Management will remediate the Medium vulnerabilities near the completion of the TSR project.	Corey Quinn, Chief Technology Officer	In Progress	Per discussion with Corey Quinn, Chief of Technology and Operations, the remediation of these vulnerabilities is contingent upon the Toll System Replacement project completion. Due to external factors affecting the priorities of IT project completion, the due date of Tolling System Replacement has been revised to December 2020.	Original: 6/30/19
				Revised: 12/31/20

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Safety and Maintenance Compliance Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Internal Maintenance & Safety Policies and Procedures:</p> <p>The Director of Maintenance will document written policies and procedures for CFX's maintenance and inspection program in the Maintenance and Safety Procedures Manual. The Manual will be published on SharePoint and reviewed and updated at least annually.</p>	Donald Budnovich, Director of Maintenance	Complete	<p>Per inspection of the CFX Maintenance Procedure Manual, obtained from Donald Budnovich, Director of Maintenance, Internal Audit verified that the manual contains a section designated to Maintenance Procedures for Roadways, addressing the following:</p> <ul style="list-style-type: none"> a. Incident Response Procedures b. Safety c. Incident Management Plan d. Bridge and Overhead Sign Inspection e. BrM and Electronic Document Management System Access f. FDOT Work Order Management e. QA/IA Program <p>The manual has been finalized and published to the internal internet site and made available to maintenance for reference. Going forward, the Maintenance department will continue to make additional updates as needed. Internal Audit obtained and inspected the procedure manual and verified the manual on was posted on SharePoint to support the completion status.</p>	Original: 12/31/18
<p>Quality Assurance Procedures:</p> <p>The Director of Maintenance has included a Quality Assurance Program contractor within the fiscal 2019 budget request. The contractor would conduct quality assurance reviews of work performed by maintenance contractors, review Right of Entry permits, conduct daytime and nighttime inspections, oversee major repairs, and conduct field verification for compliance with utility permits in order to enhance the Maintenance and Safety Quality Assurance process.</p>	Donald Budnovich, Director of Maintenance	Complete	<p>Per discussion with Donald Budnovich, Director of Maintenance, the request for the Quality Assurance Program contractor was not approved as a part of the FY19 budget. The maintenance department was, however, given approval to hire an employee to assist in quality assurance efforts. The employee was hired on 8/1/2018. With the addition of a third inspector, CFX has been able to reassign duties within the maintenance department and allow for the capacity to perform quality assurance duties in the field. The maintenance department has developed a defined quality assurance process that is to be performed over project deemed to have significant public safety components. Internal Audit inspected the QA process within the procedure manual to support the completion status.</p>	Original: 12/31/18

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Safety and Maintenance Compliance Audit (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Asset Tracking:</p> <p>CFX will develop an annual process to verify asset accuracy and update the asset tracking spreadsheet for ongoing construction projects. The process will be recorded in the Maintenance and Safety Procedures Manual.</p> <p>In addition, CFX will determine the best information management tool or options to store and maintain asset information.</p>	Donald Budnovich, Director of Maintenance	Complete	<p>Per discussion with Donald Budnovich, Director of Maintenance, each asset is being updated within the asset tracking spreadsheet as work orders for the asset are received. Each time the spreadsheet is updated, a new version is saved to increase the ease and accuracy of tracking from one period to the next.</p> <p>Maintenance Contracts Support Specialist has assumed responsibility for the daily entry and management of the spreadsheet. Internal audit reviewed the asset tracking files to support the completion status.</p>	Original: 6/30/19

2018 Pay by Plate Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Image Processing Reports:</p> <p>TransCore is in the process of refining the image processing system reports that provide the data required to monitor the accuracy of the Q-Free system and VES Image Review Clerk blind reviews. Once the reports are finalized Toll Operations will incorporate the review of these reports into the department's monitoring procedures noted in observation 2.</p>	David Wynne, Director of Toll Operations	Complete	Per discussion with David Wynne, Director of Toll Operations, the automation report has been developed and is operational. Internal audit obtained and inspected a copy of the report to support the completion status.	Original: 12/31/18

STATUS OF ALL OPEN RECOMMENDATIONS

2018 Pay By Plate Audit (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Pay By Plate Program Management Procedures:</p> <p>The Director of Toll Operations, the Manager of E-PASS and Plaza Operations, and the Manager of VES and Special Projects will document written procedures for CFX's Pay By Plate program to address the clearly define the review and monitoring control activity. The procedures will be reviewed and updated at least annually and published on SharePoint.</p>	<p>David Wynne, Director of Toll Operations</p> <p>Paul Schatz, Manager of VES and Special Projects</p>	In Progress	Per discussion with David Wynne, Director of Toll Operations, and Paul Schatz, Manager of VES and Special Projects, the algorithms for the new system are complete. CFX is in the process of documenting the process by which tolling transactions are reviewed and monitored. This management action plan is expected to be implemented by the due original due date.	Original: 6/30/19
User Access Review:		Complete		
Redacted F.S.282.318				
User Accounts:		In Progress		
Redacted F.S.282.318				
Backup Job and Batch Job History:		Complete		
Redacted F.S.282.318				

STATUS OF ALL OPEN RECOMMENDATIONS

2018 IT General Controls Review Exempt F.S.282.318

2018 Penetration Test Exempt F.S.282.318

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DAVID Data Security Assessment

Central Florida Expressway Authority

February 2019

Table of Contents

Executive Summary	1
▪ Overview.....	1
▪ Scope and Approach	2
▪ Summary of Results.....	3
Appendix A – Controls Tested	4

Executive Summary

Overview

During the period of January 22, 2019 to February 6, 2019, Internal Audit performed a Data Security Assessment of the Driver and Vehicle Information Database systems (“DAVID”) data within the Central Florida Expressway Authority (“CFX”) environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in *Section V – Safeguarding Information*, of the DHSMV Driver and Vehicle Information Database Data Exchange Memorandum of Understanding (“MOU”).

The summarized objectives of *Section V* are:

- Information exchanged will not be used for any purposes not specifically authorized by the MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purposes, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to the MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- Any and all DAVID-related information provided to the Requesting Party (CFX) as a result of the MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- The Requesting Party shall comply with Rule 74-2, Florida Administrative Code, and with Providing Agency’s security policies, and employ adequate security measures to protect Providing Agency’s information, applications, data, resources, and services. The applicable Providing Agency’s security policies shall be made available to Requesting Party.
- When printed information from DAVID is no longer needed, it shall be destroyed by cross-cut shredding or incineration.
- The Requesting Party (CFX) shall maintain a list of all persons authorized within the agency to access DAVID information, which must be provided to the providing agency upon request.
- Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- Under the MOU agreement, access to DAVID shall be provided to users who are direct employees of the Requesting Party (CFX) and shall not be provided to any non-employee or contractors of the Requesting Party (CFX).

Scope and Approach

Internal Audit conducted an assessment of the process used for safeguarding DAVID data in the CFX environment. In order to complete this review, the following procedures were performed:

- Reviewed policies and procedures related to the safeguarding of electronic and physical data transfers, data storage, and data access.
- Conducted interviews with key personnel to understand the *Drivers and Vehicle Information Database System Data Exchange* process.
- CFX Management approved the scope of work and believed it to be sufficient to meet the requirements of the MOU. Performed testing of controls related to the following areas:
 - Policies and Procedures
 - Application Access
 - Risk Management
 - Change Control
 - Data Storage
 - Data Transfer
 - Network Firewall
 - Network Architecture
 - System Authentication
 - Access Controls
 - Physical Security
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the MOU.

Summary of Results

As a result of this review, Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Driver and Motor Vehicle Database system Data Exchange process.

Appendix A – Controls Tested

	Control Objective	Control Description	Testing Results
1	Document and manage legal and regulatory requirements regarding cybersecurity, including privacy and civil liberties obligations.	Policies and Procedures: CFX has identified cybersecurity legal and regulatory requirements and identified individuals responsible for managing requirements.	Control Effective
2	Ensure governance and risk management processes address cybersecurity risks.	Risk Management: CFX has documented risk management processes in place to address cybersecurity risks.	Control Effective
3	Identify and prioritize risk responses, implement risk mitigation plans, and monitor and document plan implementation.	Risk Management: CFX has implemented risk management processes in place to mitigate risks identified.	Control Effective
4	Determine risk tolerance as necessary, based upon: their analysis of sector specific risks; the agency's industry sector; agency-specific risks (e.g., Health Information Portability Accountability Act of 1996 compliance for agencies that maintain this information); and the agency's role in the state's mission.	Risk Management: CFX has implemented risk management processes in place to identify industry specific risks.	Control Effective
5	Establish parameters for IT Staff participation in procurement activities.	Procurement Activities: CFX has implemented policies and procedures for procurement activities.	Control Effective
6	Identify the IT issues IT staff must address during procurement activities (e.g., system hardening, logging, performance, service availability, incident notification, and recovery expectations).	Procurement Activities: CFX has implemented policies and procedures to ensure proper requirements are addressed during procurement activities.	Control Effective

FY2019 DAVID Data Security Assessment

	Control Objective	Control Description	Testing Results
7	Prior to introducing new IT resources or modifying current IT resources, perform an impact analysis. The purpose of this analysis is to assess the effects of the technology or modifications on the existing environment.	Change Control: Changes are classified prior to implementation to identify the effects of changes within the environment. CFX appropriately documents and tests each change.	Control Effective
8	Ensure that privileged users understand their roles and responsibilities.	Privileged Access: All individuals / users with privileged access are aware of their responsibilities to CFX's data security.	Control Effective
9	Maintain adequate capacity to ensure system availability and data integrity.	System Monitoring: CFX has implemented automated mechanisms to monitor system capacity and data integrity.	Control Effective
10	Integrity checking mechanisms are used to verify hardware integrity.	Hardware Integrity: Access to physical devices is restricted to authorized individuals and additional integrity monitoring is in place to detect changes to critical system files associated with hardware devices.	Control Effective
11	Ensure backups of information are conducted, maintained, and tested periodically.	Backup Procedures: Backups are conducted and tested periodically.	Control Effective
12	Establish a policy and procedure review process that facilitates continuous improvement to protection processes.	Security Improvement: CFX has implemented a risk assessment process to monitor and facilitate improvement of security controls currently in place.	Control Effective
13	Ensure that effectiveness of protection technologies is shared with stakeholders that should or must receive this information.	Technology Effectiveness: CFX communicates the effectiveness of implemented technologies related to cybersecurity when deemed necessary.	Control Effective
14	Each agency shall perform maintenance and repairs of information systems and components consistent with agency-developed policies and procedures.	System Maintenance: Maintenance on in-scope systems is documented and performed by appropriate personnel or approved vendors where maintenance agreements are in place.	Control Effective

FY2019 DAVID Data Security Assessment

	Control Objective	Control Description	Testing Results
15	Not engage in new development of custom authenticators. Agencies assess the feasibility of replacing agency-developed authenticators in legacy applications.	Authentication Mechanisms: CFX utilizes Active Directory authentication on in-scope systems. For systems not utilizing Active Directory authentication, CFX utilizes .NET authentication frameworks for one in-scope system with plans to implement Active Directory authentication for future system implementation.	Control Effective
16	Protect and restrict removable media in accordance with agency-developed information security policy.	Removable Media: CFX has implemented controls to prevent removable media where not required for business purposes.	Control Effective
17	Protect communications and control networks by establishing perimeter security measures to prevent unauthorized connections to agency IT resources.	Network Firewall: CFX has an operational firewall in place to restrict access to the internal network.	Control Effective
18	Mechanisms (e.g., failsafe, load balancing, hot swap) are implemented to achieve resilience requirements in normal and adverse situations.	System Availability: CFX has implemented a redundant data center to provide resiliency in the event of system outages.	Control Effective
19	Each agency shall develop policies and procedures that will facilitate detection of anomalous activity in a timely manner and that will allow the agency to understand the potential impact of events. Such policies and procedures shall establish and manage a baseline of network operations and expected data flows for users and systems	Logging & Monitoring: Logging and auditing functions are enabled on all in-scope entities. In addition, all system logs are monitored for unauthorized access and irregular activity.	Control Effective
20	Monitoring for unauthorized personnel, connections, devices, and software.	Access Controls: CFX has implemented badge access and cameras at facilities, and firewalls, file integrity, and antivirus software on systems to restrict access to the internal network, and unauthorized software.	Control Effective



Cybersecurity Incident Response Review

Central Florida Expressway Authority

April 2019

Table of Contents

I.	Executive Summary	1
II.	Scope and Approach.....	2

I. Executive Summary

Background

During the period between December 3rd and December 21st, 2018, Internal Audit (“IA”) performed a Cybersecurity Incident Response review for Central Florida Expressway Authority (“CFX”). An effective Cybersecurity Incident Response (IR) Plan outlines the organizations purpose and scope, team structure, incident handling guidelines, and the overall response strategy employees should utilize, based on their job responsibilities (e.g., Information Technology team, Human Resources, Legal, etc.).

Overview

This report represents the results of the Cybersecurity Incident Response Review conducted by IA for CFX. IA reviewed the existing Incident Response Plan as well as the effectiveness of related policies, procedures, and supporting technologies deployed throughout the environment.

Summary of Observations

As a result of this review, Internal Audit identified eight (8) observations. The observations describe issues with both process and documentation related controls. Specifically, issues include:

- Criticality assignments.
- Planning procedures.
- Retention procedures.
- Evidence procedures.
- Incident documentation procedures.
- Metric collection procedures.
- Post-incident procedures.
- Alerting procedures.

II. Scope and Approach

Scope

The CFX Incident Response Plan was reviewed to assess the structure of the plan, policies, and procedures currently in place.

Approach

IA's approach to performing the Cybersecurity Incident Response review included:

- Utilizing the best practices identified in the NIST 800-61 the Computer Security Incident Handling Guide to assess CFX's approach to Incident Response.
- Evaluating the approach used to rank (high, medium, low) systems, data, and applications based on risk and sensitivity level (e.g., Personally Identifiable Information, Personal Health Information, etc.)
- Reviewing the process used to differentiate between incident response responsibilities assigned to CFX personnel (and any key vendors or business partners involved)
- Assessing the Incident Response approach for containment, eradication, and recovery in the event of an IT incident. This includes tools and methods utilized to detect and analyze data when an incident has occurred (i.e., intrusion detection system, system audit logs, vendor or business partner alerts, etc.).
- Reviewing the approach to performing computer forensics (e.g., data recovery method used to salvage inaccessible data from corrupted or damaged secondary storage, removable media, or files).
- Reviewing the Computer Security Incident Response Team (CSIRT) structure.
- Evaluating the CSIRTs preparation and training for handling an incident (e.g., ransomware, malware, etc.)
- Reviewing the integration of the Incident Response Plan with Business Continuity and Disaster Recovery Plan.
- Analyzing a sample of previous incidents that have occurred at CFX, if any, and how each was handled and addressed.
- Reviewed logging and monitoring capabilities, technologies, and related procedures that enable CFX to identify potential security incidents.
- Evaluating the process to add or remove servers or network segments from the logging / monitoring procedures as they are implemented or retired.
- Assessing the processes to identify and respond to malicious activity in the environment.
- Evaluating current protocols involving, but not limited to recording all events, decisions and actions taken, and all personnel involved, evidence handling, and chain of custody.
- Reviewing post-incident activities around communication of lessons learned, and training updates.
- Reviewing internal and external communication strategies after an incident has occurred.




**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: May 22, 2019

RE: S.R. 429, Wekiva Parkway Projects 429-201 and 429-202
City of Apopka's Request for Road Right-of-Way and Property Needed to
Implement its Western Gateway Transportation Master Plan Improvements

BACKGROUND

The City of Apopka ("Apopka") has made an application to the Central Florida Expressway Authority ("CFX") to purchase the triangular-shaped piece of property ("the Parcel") adjacent to Connector Road and CFX's fractional interest in Southfork Drive ("Southfork Drive") to be used for public road right-of-way purposes. Apopka has offered to pay the appraised value of both the Parcel and Southfork Drive and, as further consideration, has offered to assume the ongoing maintenance responsibilities for Connector Road. Apopka's request is attached hereto as **Exhibit "A"** and includes a description of Apopka's Western Gateway Transportation Master Plan Improvements. A map and aerial of Connector Road and Southfork Drive, with the Parcel and Southfork Drive outlined in red, are attached as **Exhibit "B"**.

Based upon a preliminary review, CFX staff and CFX's general engineering consultant have no objection to Apopka's requests, subject to a more thorough review and analysis and the preparation of CFX's standard real estate agreement to sell surplus property at fair market value, resolutions, quit claim deeds, jurisdictional transfer and ongoing maintenance agreement as to Connector Road, and other documents as needed.

Given the time and expense involved in obtaining legal descriptions, ordering appraisal reports, and preparing the agreements and other documents, the parties seek direction from the CFX Board.

REQUEST

We respectfully request CFX Board approval of a directive to staff to proceed with the review and analysis of Apopka's request to purchase property adjacent to Connector Road and CFX's fractional interest in Southfork Drive to be used for public road right-of-way purposes, and the preparation of CFX's standard real estate agreement to sell surplus property, resolutions, jurisdictional transfer and ongoing maintenance agreement as to Connector Road, and other documents.

The Right of Way Committee recommended approval on May 22, 2019.

EXHIBIT

- A. Letter from Bryan Nelson, Mayor, City of Apopka, dated April 12, 2019, with the West Apopka Gateway Area Draft Transportation Master Plan and supporting Resolution
- B. Map and Aerial of Connector Road and Southfork Drive

Reviewed by: _____ 



120 E. Main St. · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

April 12, 2019

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

RE: Road Right-of-Way and Property needed to Implement the City's Western Gateway
Transportation Master Plan Improvements

Dear Ms. Kelley,

The City of Apopka is actively pursuing quality development to locate in its western gateway, defined as the area framed by S.R. 429 on the east, S.R. 429 Connector Road on the south, Hermit Smith Road on the west, and Yothers Road on the north. Key to successful development will be implementation of the City's Transportation Master Plan for this area. This plan includes a well-designed internal roadway network that connects to the roadways that frame the area. See the attached map.

For the roadway network to be constructed, the City needs to gain ownership of certain properties owned by CFX. Without these properties, the opportunities to make a useful connected roadway network that is attractive to developers are remote.

The Apopka City Council understands the benefits a well-planned and designed roadway network brings to the City and at its meeting on March 20, 2019, adopted Resolution No. 2019-08 which supports collaborating with the City's partners to acquire properties and right-of-way necessary for construction of a roadway network in the City's western gateway area. This Resolution (attached to this letter) demonstrates the City's commitment to attracting quality development to this area and the need for a roadway network that supports development.

Vital to the Transportation Master Plan roadway network is the ability to connect S.R. 429 Connector Road to Fudge Road. The connection needs to be located around the mid-point between U.S. 441 and S.R. 429 Connector Road western signal to meet spacing requirements for safe operation. Equally important is constructing Southfork Drive to City standards and making it a public road. The Transportation Master Plan includes Southfork Drive as a centrally located east-west road connecting Plymouth Sorrento Road and Hermit Smith Road.

Connecting S.R. 429 Connector Road to Fudge Road

To implement the Transportation Master Plan, the City must acquire a portion of a parcel (I.D. No. 33-20-28-0000-00-063) located on the north side of S.R. 429 Connector Road. This property, currently

Mayor: BRYAN NELSON Commissioners: ALEXANDER SMITH ALICE NOLAN DOUG BANKSON KYLE BECKER

EXHIBIT "A"

owned by CFX, is essential to construct a connection between S.R. 429 Connector Road and Fudge Road and also for stormwater ponds for the new roads in the Transportation Master Plan. This connection is key to the success of the roadway network. In addition, this property is a central focal point of the western gateway area to the City. It will be seen by all coming to and leaving the City from the west. The property will be attractively landscaped, complimentary to the landscaping theme used along the Wekiva Parkway. The ponds will be designed in a curvilinear fashion and contain a water feature that matches others in the City. The City also wishes to locate a decorative marquee style sign somewhere along S.R. 429 Connector Road that can be viewed from both S.R. 429 and U.S. 441.

Construction of Southfork Drive

Southfork Drive, critical to the Transportation Master Plan and overall successful traffic circulation in the western gateway area, is a private dirt road, currently held in a tenant in common ownership by CFX and others. The City is set to take ownership of the majority of Southfork Drive but needs CFX's one-eighth portion to attain 100% ownership. Once the City has full ownership, the currently private road will be brought up to City standards and become a public road.

Benefits of the City's Proposal

The City understands that CFX must be financially compensated for these properties and is willing to pay fair market value as determined by an appraisal obtained by CFX. The City will pay for the appraisal and also for any other necessary documentation normally included in a property sale from CFX. Any easements required by CFX to maintain S.R. 429 will be granted. The properties will only be used for public purposes and not resold or given to the private sector for private development.

Additionally, the City is willing to receive S.R. 429 Connector Road through a jurisdictional transfer from CFX. The City will take over all responsibilities for roadway maintenance of S.R. 429 Connector Road from U.S. 441 to Plymouth Sorrento Road. This includes, but is not limited to: repair of potholes; resurfacing; curb repair; repair and cleaning of culverts, pipe systems, stormwater drainage inlets, and ditch systems contiguous to and carrying roadway stormwater runoff; painting of pavement markings; issuance of driveway permits; issuance of underground utility and right of way utilization; sweeping of the road surface; mowing of all areas within the right of way and on the adjoining remnant parcel north of S.R. 429 Connector Road; and clearing or removing debris from the road. Additionally, the City will assume maintenance responsibilities for the traffic signal at S.R. 429 Connector Road and Plymouth Sorrento Road and the ramp signals at S.R. 429 Connector Road and S.R. 429. CFX will retain the air rights over S.R. 429 Connector Road. Easements needed by CFX to access, maintain or improve S.R. 429 will be granted.

It is not just the City that will benefit, CFX will benefit from an agreement that transfers ownership of these properties and right-of-way to the City. CFX will recoup fees expended for the purchase of the right-of-way for S.R. 429 related to these properties. The City is willing to pay fair market value for the properties that cannot be handled through a jurisdictional transfer.

Moreover, CFX will be relieved of responsibilities and any liability that comes with being a one-eighth tenant in common owner of Southfork Drive. CFX's one-eighth ownership of Southfork Drive is not a piece that can be carved out and used in a stand-alone way. The City of Apopka is able to secure ownership of the other seven-eighths and wants to build a road. Under this scenario, CFX will be paid for the property that will be used for a public road and remain in the public domain.

Page 3

Ms. Laura Kelley, Executive Director

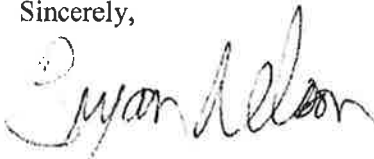
April 12, 2019

CFX will be paid fair market value for the 5 +/- acre parcel on the north side of S.R. 429. Selling to the City transfers all maintenance responsibilities to the City. Based on fees established in the City's current Mowing Services Contract, the cost to maintain this one small parcel will be approximately \$500.00 per month, making the sale of this property a \$6,000.00 per year savings to CFX.

CFX and the City of Apopka have entered into many successful maintenance agreements and jurisdictional transfers in the past as a result of the construction of S.R. 429, the Wekiva Parkway, and the three interchanges that are located within the City. All have brought benefit to both parties. We see this request as the next opportunity for CFX and the City to continue our collaborative relationship. This is a winning opportunity for both CFX and the City and we respectfully ask for your consideration of our request.

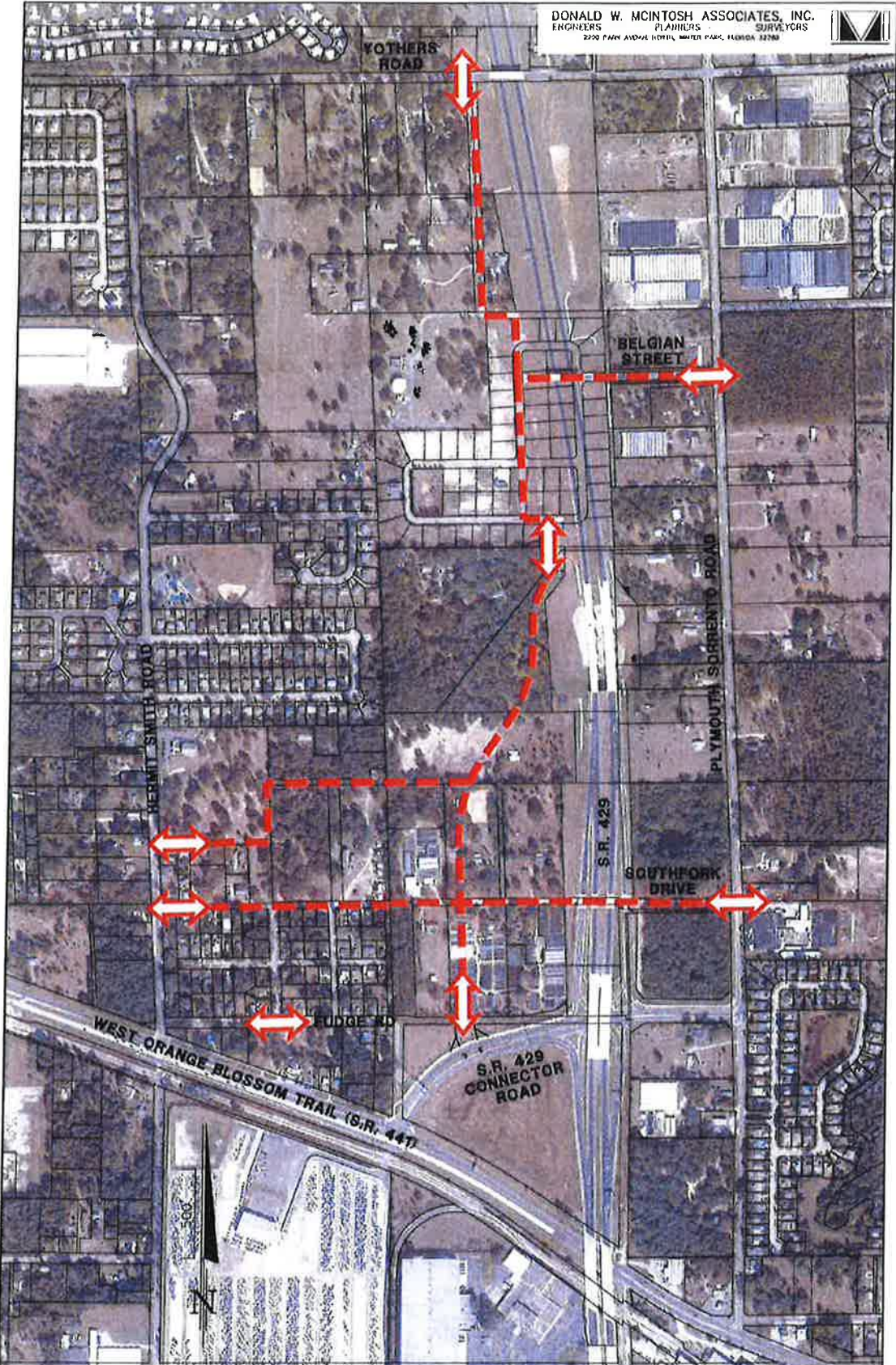
The City of Apopka stands ready to move forward with this project and willing to discuss the terms of an agreement that will enable CFX to convey or sell the property and road right-of-way discussed herein. Please contact me at your earliest convenience to discuss next steps.

Sincerely,



Bryan Nelson
Mayor, City of Apopka

cc: Linda Lanosa, Esq.
Glenn Pressimone, P.E.
Edward Bass



**WEST APOPKA GATEWAY AREA
 DRAFT TRANSPORTATION MASTER PLAN**

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08/01/2001 BY 60322 UCBAW/STP

RESOLUTION NO. 2019-08

A RESOLUTION OF THE COUNCIL OF THE CITY OF APOPKA, FLORIDA, SUPPORTING A PLANNED ROADWAY NETWORK FOR THE AREA KNOWN AS THE WESTERN GATEWAY TO THE CITY.

WHEREAS, the City of Apopka is responsible for planning for future land use, roadways, and utilities to serve the residents of the City; and

WHEREAS, the City of Apopka has an opportunity to attract higher quality development that will support job creation and economic development to the City; and

WHEREAS, the western gateway to the City, specifically the property north of U.S. 441, east of Hermit Smith Road, and west of Plymouth Sorrento Road, is a prime location to expect quality development to emerge due to the area's proximity to U.S. 441, Plymouth Sorrento Road and S.R. 429; and

WHEREAS, the City can set this in motion only by working with our public and private sector partners to ensure optimal roadway networks, utilities, and amenities such as enhanced pedestrian trails, are laid out in a thoughtful plan, setting the foundation for smart growth and economic development in the area; and

WHEREAS, the City must also work with our public and private sector partners to acquire needed right-of-way to connect the existing roadway network, utilities and amenities with those that are planned; and

WHEREAS, the City Council determines that the adoption of this resolution is in the best interest of the residents of the City of Apopka.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

Section 1. The forgoing recitals are ratified and incorporated herein.

Section 2. The City Council resolves to interact with our public and private partners to ensure the creation and implementation a well thought out plan for development in this area is one that brings economic growth to the City of Apopka and is in the best interest of the City's residents.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 20 DAY OF March, 2019.


Bryan Nelson, Mayor

ATTEST:


Linda F. Goff, City Clerk

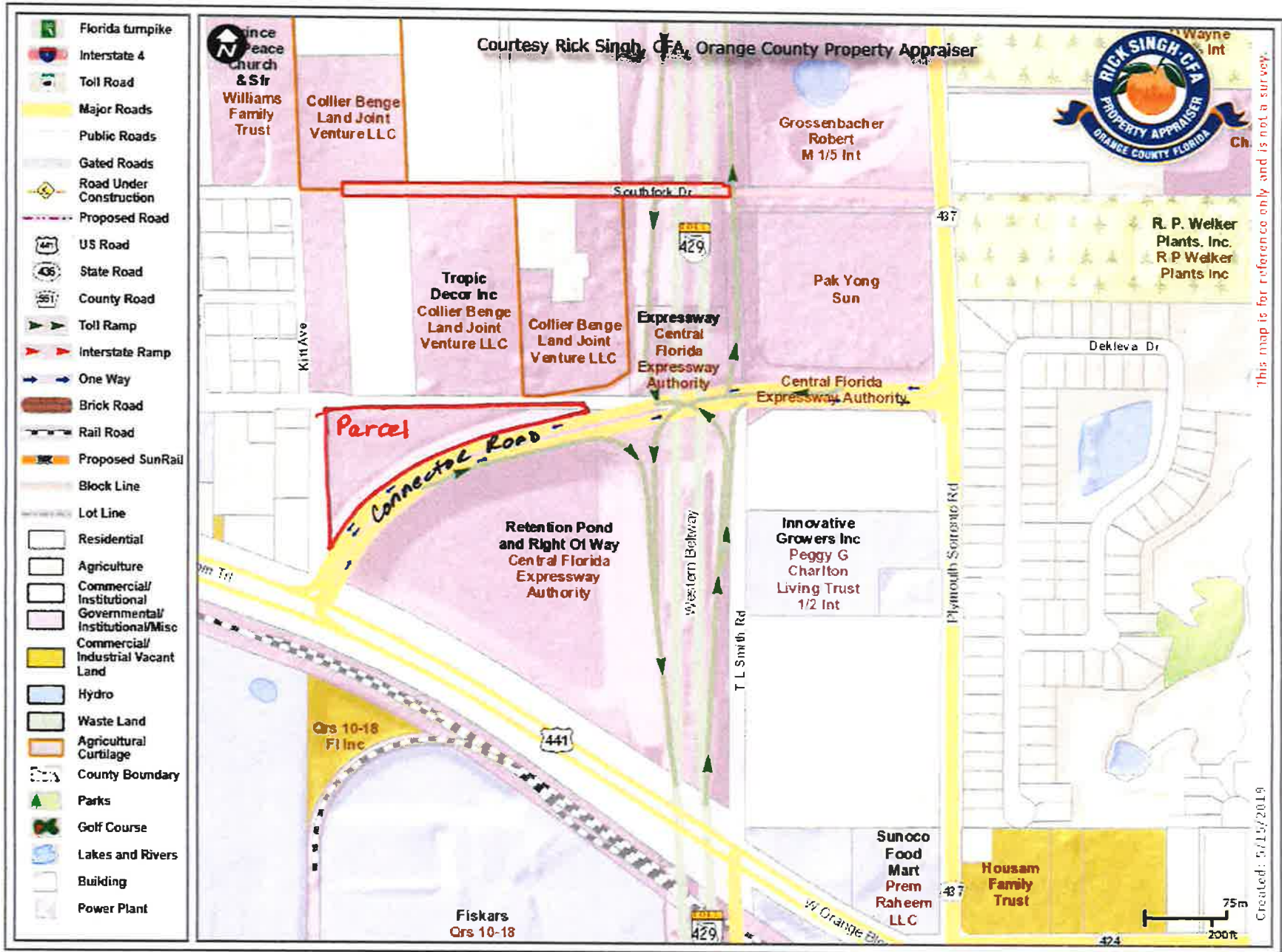


EXHIBIT B

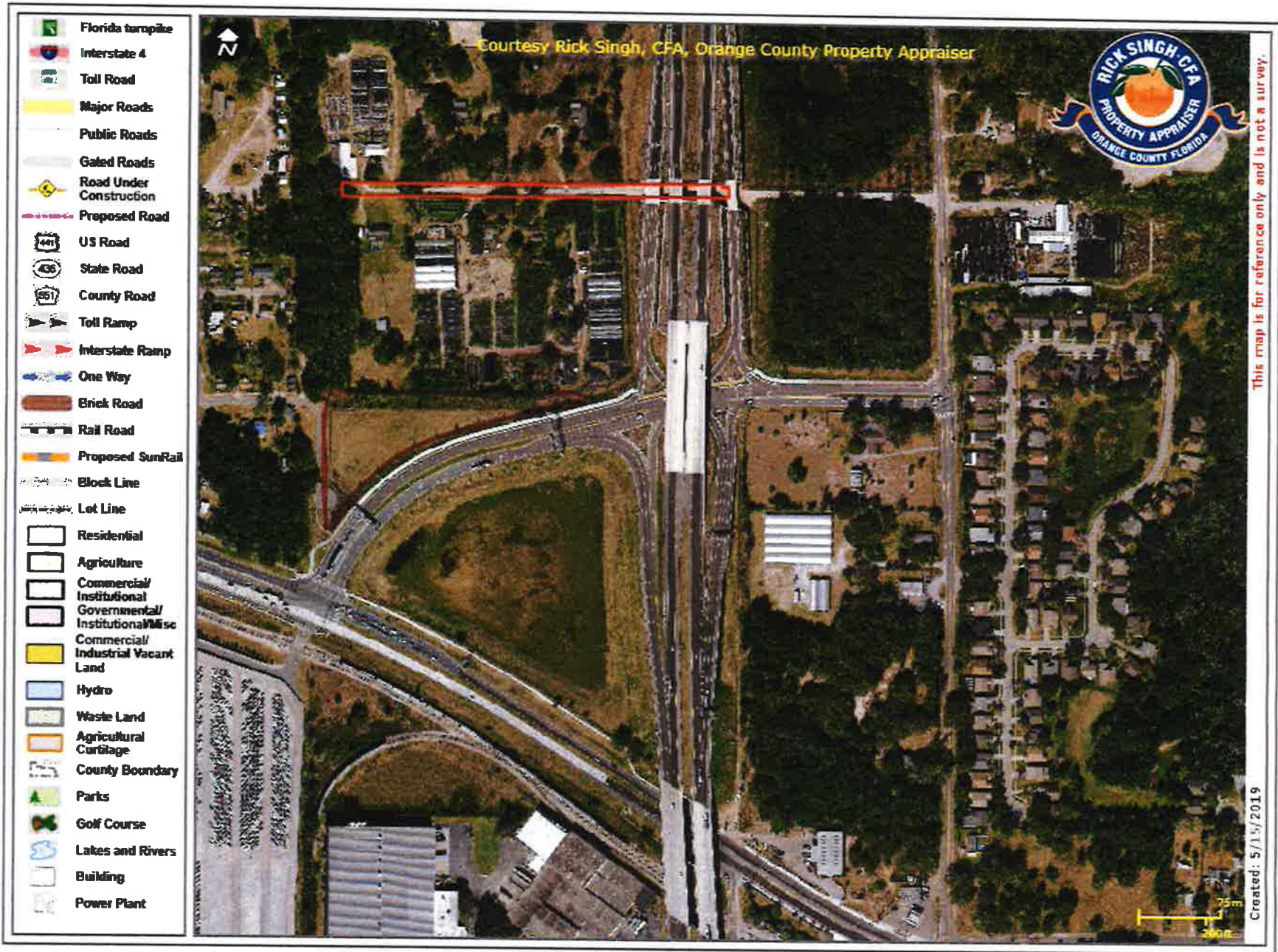



EXHIBIT B

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: May 22, 2019

RE: *Central Florida Expressway Authority v. Robert M. Grossenbacher, et al.*
Case No. 2014-CA-008617-O, Project: 429-202, Parcel 800 (Parts A and B)
Undivided Fee Interest in Southfork Drive: Itay S. Guy
Date of Value: September 26, 2014

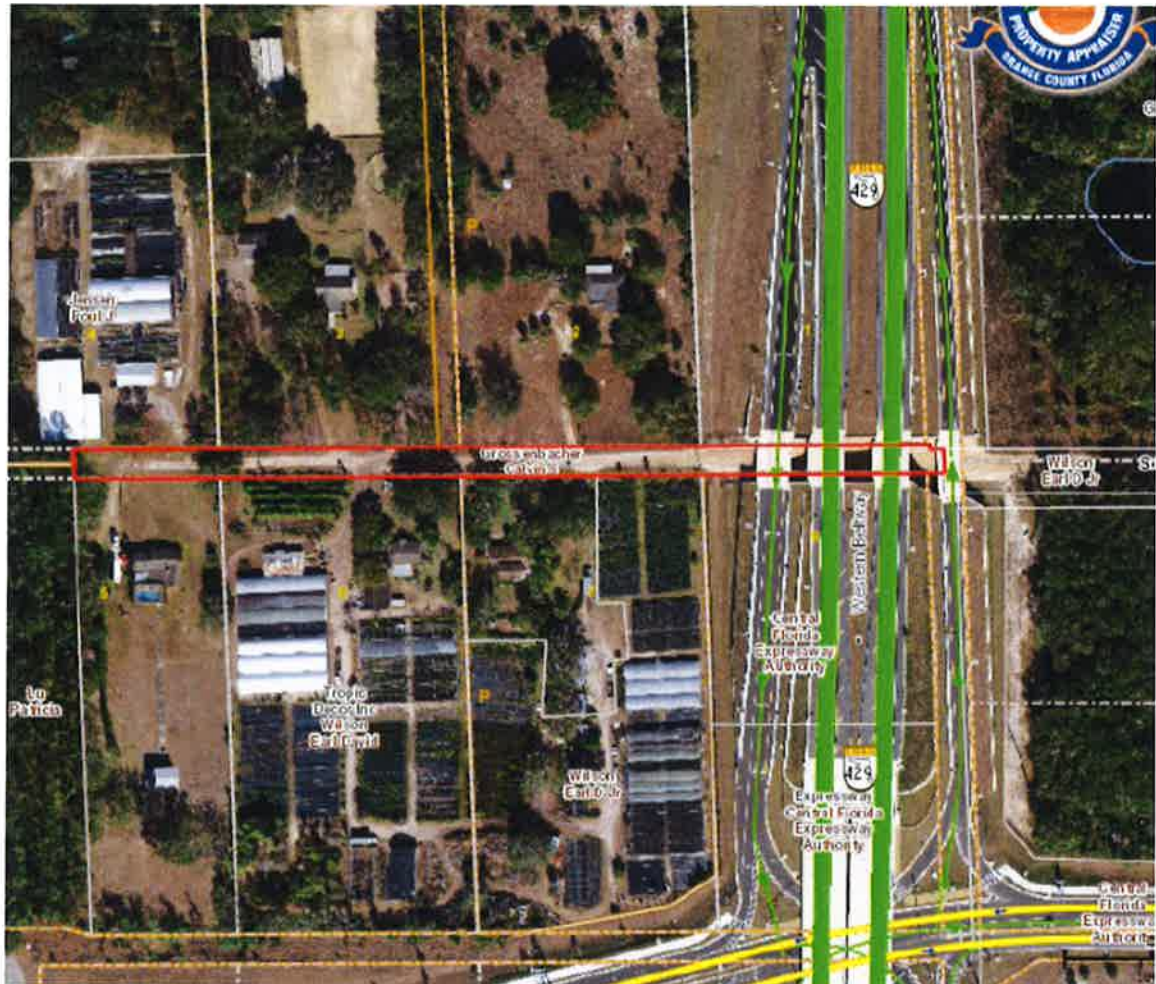
OVERVIEW

This eminent domain case involves the acquisition of two easement interests: one for an elevated bridge over a private road known as Southfork Drive west of Plymouth Sorrento Road and the other for a utility easement. Southfork Drive provides access to eight (8) platted lots. Southfork Drive is owned by eight (8) sets of owners as tenants in common each holding an undivided fractional interest in Southfork Drive. By deposit into the Registry of the Court on September 26, 2014, title vested in CFX.

DESCRIPTION OF PROPERTY OWNED BY ITAY S. GUY

Itay S. Guy owns a 1/8 fractional undivided interest in Southfork Drive. He also owns a 4.43-acre residential parcel located at 3173 Southfork Drive, which is the second lot to the west of the Wekiva Parkway on the northside of Southfork Drive. The residential lot is improved with a 1,265 square foot one-story single-family home built in 1983 with three bedrooms, two bathrooms, a screened enclosed porch, and a two-car garage. It is also improved with a detached utility building and a nine-stall barn built in 2004.

Southfork Drive is outlined in red in the aerial below and consists of 1.95 gross acres. The bridge easement, referred to as Parcel 800 Part A, has a size of 0.400 acres or 17,436 square feet ("sf"). The utility easement, referred to as Parcel 800 Part B, has a size of 0.081 acres or 3,528 sf. The newly constructed Wekiva Parkway, including the bridge over Southfork Drive, is highlighted in green in the aerial below.



CFX'S APPRAISED VALUE OF PARCEL 800 (PARTS A & B)

Chris Starkey, MAI, appraised Parcel 800 (Parts A & B) at \$11,000 for Part A and \$2,200 for Part B, for a total of **\$13,200**. He valued the property at \$29,000 per acre utilizing an "Across the Fence" valuation technique with comparable sales ranging from \$24,000 to \$46,882. The value of Mr. Guy's interest in Parcel 800 (Parts A & B) is 1/8 of the appraised value or **\$1,650**. Mr. Starkey did not include Mr. Guy's residential lot in rendering an opinion as to full compensation.

MR. GUY'S ESTIMATE OF FULL COMPENSATION

In contrast, Mr. Guy claimed that the parent tract included his residential lot because he claimed that there were sufficient facts to argue a unity of ownership, unity of use, and contiguity, which are the factors used to determine whether two tracts are a single tract for the purpose of

determining severance damages. Mr. Guy argued that he met the unity of ownership test because he held an undivided interest in Southfork Drive and a fee simple interest in his residential property. Applying this expanded parent tract in accordance with a legal instruction from counsel, Mr. Guy added \$120,000 in severance damages to the residential lot to his estimate of full compensation based upon an appraisal report from Richard Dreggors, MAI. Mr. Dreggors valued the residential lot at \$480,000 in the before with 20% severance damages in the after due to a reduction in value from the elevated expressway. Mr. Dreggors' estimate of full compensation is summarized in the table below.

Value of 1/8 interest in easements	\$ 600
Severance Damages	\$120,000
Compensation Demanded by Owner	\$120,600

In addition to full compensation for the part taken, Mr. Guy sought attorney's fees, expert fees, and costs. Applying the statutory formula of 33% of the benefit, the attorney fee based upon Mr. Guy's estimate of full compensation is \$39,253. Further, since Mr. Guy served an offer of judgment upon CFX in the amount of \$49,000¹, there is a possibility that CFX would be liable for attorney's fees based upon the attorney's time along with the other factors set forth in Section 73.092(2), Florida Statutes, in the event that the judgment obtained is equal to or more than the offer. Similarly, since CFX served an offer of judgment upon Mr. Guy in the amount of \$10,000, there is a possibility that Mr. Guy would not be entitled to his costs incurred after the offer was rejected if the judgment obtained is less than or equal to CFX's offer.

Mr. Guy's experts attempted to complete their reports within thirty (30) days after service of CFX's offer of judgment to minimize the risk of CFX's offer of judgment. Mr. Guy's experts provided the invoices listed below, copies of which are attached as **Exhibit "C."**

Appraisal Invoice from Richard Dreggors, MAI	\$12,250
Engineering Invoice from Professional Engineering Resources	\$ 5,182
Invoice from Brandon Construction Co.	\$ 3,587
Total	\$21,019

In sum, Mr. Guy's estimate of full compensation, including attorney's fees, expert fees, and costs is itemized below.

Full Compensation to Owner	\$120,600
Statutory Attorney's Fees	\$ 39,253
Expert Fees	\$ 21,019
Total	\$180,872

¹ On February 2, 2018, Respondent, Itay S. Guy, served an offer of judgment in the amount of \$49,000. In response, on March 15, 2018, CFX served an offer of judgment in the amount of \$10,000.

ANALYSIS

In response to Mr. Guy's expanded parent tract, CFX filed a motion for summary judgment and argued that Mr. Guy's definition of the parent tract was incorrect as a matter of law because he could not satisfy the unity of ownership test. Clearly, the ownership of a private road with numerous other individuals or entities as tenants in common is not the same as sole ownership of a residential lot. The trial court agreed and entered an Order Granting CFX's Motion for Summary Judgment attached as **Exhibit "A."** Even though the trial court ruled against Mr. Guy's proposed parent tract, Mr. Guy's attorney indicated that she was prepared to move for rehearing and then appeal.

Moreover, CFX is still required to pay for reasonable expert fees, attorney's fees, and costs, including fees and costs for apportionment or supplemental proceedings. Here, Mr. Guy incurred expert fees in the amount of \$21,019, at a point in time prior to the trial court's Order Granting CFX's Motion for Summary Judgment. In comparison, CFX spent \$14,554 in expert fees and costs for Parcel 800 (Parts A and B).

PROPOSED SETTLEMENT

After lengthy discussions, the parties reached a proposed all-inclusive settlement for the sum of **Twenty-Eight Thousand Two Hundred Dollars (\$28,200)**, including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, costs, apportionment claims, or other supplemental proceedings. In addition, Mr. Guy agreed to assign to CFX any claim he may have to the previously deposited good faith estimate of value and agreed to waive any apportionment claim that he may have or will have. Further, in the event that Ms. Halperin Guy asserts a claim to the proceeds, Mr. Guy agreed to be fully responsible for resolving any such claim. Last, Mr. Guy agreed to release all claims against CFX arising from the taking of Parcel 800 (Parts A and B) or the construction of CFX Project Nos. 429-201 and 429-202.

Although this all-inclusive amount seems excessive for such a small fractional interest in an easement over an existing private road, CFX is liable for reasonable expert fees. In this case the expert fees incurred to date are substantial. In an effort to minimize the cost of continued litigation, CFX staff recommends this proposed settlement. A hypothetical breakdown of the all-inclusive settlement could be roughly \$8,000 for full compensation, \$2,100 for attorney's fees, and \$18,100 for expert fees.

REQUESTED ACTION

We respectfully request CFX Board approval of an all-inclusive settlement with Itay S. Guy in the amount of **Twenty-Eight Thousand Two Dollars (\$28,200)**, as more particularly described in the Settlement Agreement attached as **Exhibit "B"**, in full settlement of all claims of compensation from CFX including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, costs, apportionment claims, other supplemental proceedings, or any other claim.

ATTACHMENTS

- A. Order Granting CFX's Motion for Summary Judgment
- B. Settlement Agreement
- C. Invoices from Owner's Experts

The Right of Way Committee recommended approval on May 22, 2019.

Reviewed by: _____

Joseph J. Cassinara

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT, IN AND FOR
ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY, a
body politic and corporate, and an agency of
the state under the laws of the State of Florida,

Case No. 2014-CA-8617-O

Parcels: 800 (Parts A & B)
Division 39

Petitioner,

vs.

GROSSENBACHER, et al.,

Respondents.

_____ /

**ORDER GRANTING PETITIONER'S
MOTION FOR SUMMARY JUDGMENT**

THIS MATTER came before the Court for a hearing on January 10, 2019 on Petitioner, Central Florida Expressway Authority's Motion for Summary Judgment as to Respondent, Itay S. Guy, and Motion in Limine ("Motion for Summary Judgment"), and the Court, being duly advised in the premises and having heard arguments of counsel, finds that the Motion for Summary Judgment should be granted as explained herein.

INTRODUCTION

CFX moves for a summary judgment that the parent tract for Parcel 800, Parts A & B does not include Itay Guy's Lot¹ and that Mr. Guy's Lot is not a single tract with Southfork Road so as to entitle him to severance damages.

SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate only where there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. *Phillips v.*

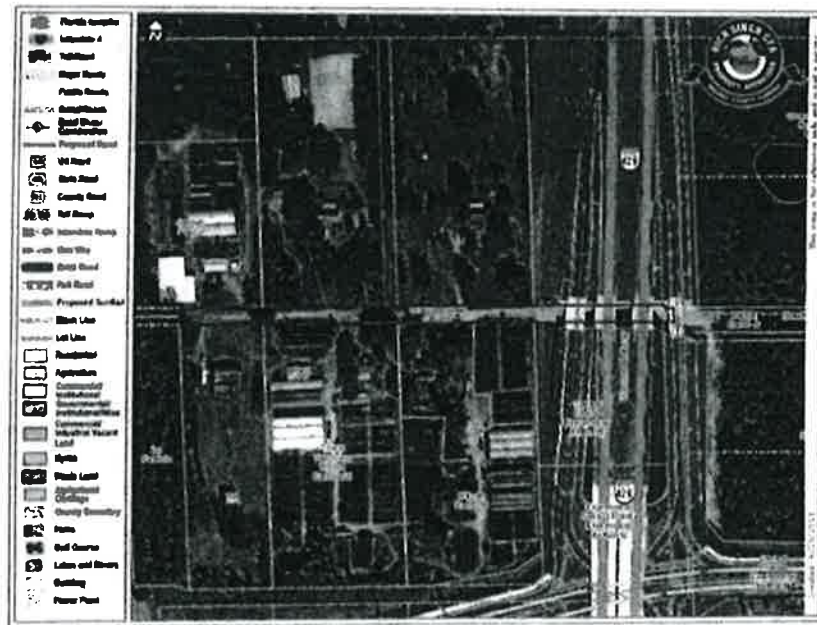
¹"Mr. Guy's Lot" refers to the 5-acre residential parcel located at 3173 Southfork Drive.

EXHIBIT "A"

Republic Fin. Corp., 157 So. 3d 320, 324 (Fla. 5th DCA 2015) citing *MacClatchey v. HCA Health Servs. of Fla., Inc.*, 139 So. 3d 970, 972 (Fla. 4th DCA 2014). The burden is on the moving party to show conclusively the absence of any genuine issue of material fact and the Court must draw every inference in favor of the party against whom a summary judgment is sought. *Id.* (internal citations omitted). If the evidence raises any issue of material fact, if it is conflicting, if it will permit different reasonable inferences, or if it tends to prove the issues, it should be submitted to the jury as a question of fact to be determined by it. *Id.*

UNDISPUTED FACTS

Mr. Guy is an owner of one of six parcels of property adjacent to Southfork Drive, which is the road running east to west depicted below:



Mr. Guy's Lot is situated on the north side of Southfork Drive on the second from the left. Mr. Guy acquired his interest in his lot in 2003 via a warranty deed vesting title to the property in Barry Miller, Itay Guy, and Keren Halperin. Mr. Guy subsequently acquired fee simple title to his lot when his co-tenants quit-claimed their interests to him.

Southfork Drive is a private road with a separate parcel identification number from those parcels which are adjacent to it (including Mr. Guy's Lot). Mr. Guy describes his interest in Southfork Drive as an "undivided fee interest in Southfork Drive in common with other owners." He further alleges that he, along with the other undivided fee owners, maintain Southfork Drive, and that Southfork Drive is his access to Mr. Guy's Lot.

ANALYSIS

When the state, through the exercise of its power of eminent domain, takes private property for public use, the landowner must receive full compensation for his loss. *Mulkey v. Div. of Admin., State of Fla., Dept. of Transp.*, 448 So. 2d 1062, 1065 (Fla. 2d DCA 1984) citing Art. X, § 6, Fla. Const. A landowner must also be compensated for damage to his property when less than an entire parcel is taken. *Id.* These damages are called "severance damages", and they are generally measured by the reduction in value of the remaining property.

Whether adjoining properties are treated as a single tract for purposes of computing severance damages depends on three factors: physical contiguity, unity of ownership, and unity of use. *Mulkey v. Div. of Admin., State of Fla., Dept. of Transp.*, 448 So. 2d at 1065. Here, the question is whether or not Mr. Guy's Lot and Southfork Road share unity of ownership and unity of use so as to be treated as a single tract for the purpose of severance damages.

Florida case law does not squarely address the degree of unity of ownership that two parcels must share in order for a court to regard them as a single tract, as opposed to separate and independent tracts.² This Court looks to case law from other states for

²Petitioner cited *Brevard County v. Canaveral Properties, Inc.*, 658 So. 2d 590 (Fla. 5th DCA 1995) in support of its position. However, the result in *Canaveral Properties* was very much driven by the policy

guidance.

As explained by the Supreme Court of North Dakota, “[g]enerally speaking, in order to allow severance damages for a portion of a parcel or parcels of land claimed as a single unit taken by condemnation, there must be unity of ownership between the part taken and the remaining part.” *Sauvageau v. Hjelle*, 213 N.W. 2d 381, 388 (N.D. 1973) citing 95 A.L.R. 2d 887, 890, s 2. The court, there, acknowledged two contrary views on the issue of whether unity of ownership exists where a tract of land taken by condemnation is owned by joint tenants, while severance damages are claimed as to an adjoining tract owned solely by one of the owners of the condemned tract. *Id.* The court explained:

[s]ome cases hold that the unity of ownership between the two tracts is not sufficient to support an award of severance damages. *Duggan v. State*, 214 Iowa 230, 242 N.W. 98 (1932); *Tillman v. Lewisburg & N.R. Co.*, 133 Tenn. 554, 182 S.W. 597, L.R.A.1916D, 259 (1916). Other cases hold that the same quantity or quality of interest or estate in all portions of a tract is not essential. 29A C.J.S. Eminent Domain s 140, p. 595. Cited in support of that proposition are *Barnes v. North Carolina State Highway Commission*, 250 N.C. 378, 109 S.E.2d 219 (1959); and *State ex rel, laPrade v. Carrow*, 57 Ariz. 429, 114 P.2d 891 (1941).

Sauvageau v. Hjelle, 213 N.W.2d at 388. Ultimately, in that case, the court affirmed a judgment for severance damages where all four parcels were farmed as a single tract despite having different ownership as between the landowner, his wife, and his brother (who never participated in the farming operations on the parcel). Despite slightly different ownership,

decision that corporations should not be able to choose when they want the corporate form strictly enforced and when they do not. *See also City of Salem v. H.S.B.*, 733 P.2d 890, 894 (Or. 1987)(“We hold that, in determining the identity of the owner of condemned parcels, the courts of Oregon will not disregard the corporate form and look to the identity of individual shareholders in order to determine unity of ownership...To do so would merely provide a benefit to the shareholders by relieving them...of the consequences of the corporate form they have voluntarily assumed”). Here, the issue is joint tenancy, not corporate form, and *Canaveral* is helpful but not quite on point because the same policy concerns are not at issue.

the court found that unit of ownership had nonetheless been proved.

In *Hogue v. Kansas Power & Light Co.*, 510 P. 2d 1308 (Kan. 1973), the Supreme Court of Kansas adopted the more strict approach. In that case, the state energy authority condemned a right of way across Mr. Hogue's property. Located within that larger parcel was another parcel owned jointly by Mr. Hogue and his wife, no part of which had been taken by the condemning authority. It does not appear there was any dispute that the lands were contiguous and enjoyed unity of use. The court relied on *Glendenning v. Stahley*, 91 N.E. 234 (Ind. 1910), wherein the Supreme Court of Indiana acknowledged that it was well-settled that all contiguous lands owned by a landowner and used for a common purpose will be considered a single tract for the purpose of severance damages, but that:

[t]his principle cannot be extended to cover lands owned by different proprietors, although contiguous and used under one management and for a common purpose. Claims for damages in proceedings of this character are personal, and must be asserted in the name of the actual owners of the lands affected. One person may not recover damages sustained by another...

Hogue, 510 P. 2d at 1311. The *Hogue* Court affirmed the trial court's judgment denying the landowners severance damages.

In *United States v. 14.36 Acres of Land in McMullen County, Texas*, 252 F. Supp. 2d 361, 363 (S.D. Tex. 2002), the landowner husband and wife sought to have property owned by them, individually, and land owned by a corporation owned entirely by the husband, treated as a single tract for severance damages purposes. The federal district court noted that "[t]he leading treatise in the field discusses at great length the split of authority on this issue and the rationales involved for both views and concludes that 'the current trend seems to allow severance damages even if the tract is owned by different persons, as long as there is a sufficiently close relationship between the owner.'" *Id.* at 363-4. There,

the court held the properties were a single tract for severance damage purposes.

This Court finds that, under either the strict or lenient view, Mr. Guy's claim fails because the undisputed facts establish a lack of unity of ownership between Southfork Drive and Mr. Guy's Lot. Mr. Guy self-describes his interest as an undivided interest the Southfork Drive. But, Mr. Guy does not hold fee simple title to Southfork Drive; there are no fewer than fourteen other owners of lots nearby who also have interests in Southfork Drive. Mr. Guy could not transfer, without the consent of his co-tenants, Southfork Drive. This is significant because "[j]ust compensation has historically been measured by the equivalent in dollars of what the condemnee could attain in the marketplace, offering the property for sale *with the ability to convey title.*" *14.36 Acres*, 252 F. Supp. 2d at 363 (emphasis added) *citing* Julius L. Sackman, *Nichols on Eminent Domain* § 12.02[1] (rev. 3d ed. 2001). Mr. Guy does not have the ability to convey title to Southfork Drive alone, and therefore he would not have the ability to "attain" *any* dollars in the marketplace in exchange for Southfork Drive. As a result, nor should he have the right to recover in condemnation. Even in *Barnes*, on which Mr. Guy relies heavily, the court noted that, while there is no requirement that the condemnee have the same quantity or quality of interest in all parts of the tracts sought to be included as a single tract, there still "must be a substantial unity of ownership" between the tracts. *Barnes v. N. Carolina State Highway Comm'n*, 109 S.E.2d 219, 225 (N.C. 1959). Here, the Court concludes that, on these undisputed facts, there is no substantial unity of ownership between Mr. Guy's Lot and Southfork Drive.

Finally, there is no "close" relationship of the type described by the court in *14.36 Acres, supra*, between Mr. Guy and the numerous other owners of Southfork Drive. While some courts have found a close relationship between landowners and their spouses or close


family members, and between landowners and their wholly-owned corporations, this Court is aware of no case extending that concept to entirely independent landowners with undivided fractional ownership in a common private right of way.

Finding no unity of ownership, the Court does not reach whether the tracts at issue share unity of use. It is accordingly

ORDERED and ADJUDGED as follows:

1. Petitioner's Motion for Summary Judgment is GRANTED.
2. Petitioner's Motion in Limine is DENIED as moot.
3. Within fourteen days hereof, Petitioner shall submit to chambers a proposed final judgment in a form not objectionable to Respondents for entry by the Court; or, alternatively, to the extent the parties are unable to agree on the form of the judgment, the parties shall schedule a hearing in order to resolve such objections.

DONE and ORDERED at Orlando, Orange County, Florida on this 10th day of April 2019.



CHAD K. ALVARO
Circuit Judge

Copies furnished via ePortal
to Counsel of Record

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

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

Petitioner,

CASE NO. 2014-CA-008617-O

v.

Division 39

ROBERT M. GROSSENBACHER; SCOTT
GROSSENBACHER and TODD GROSSENBACHER,
Individually and as Co-Personal Representatives of the
Estate of John C. Grossenbacher; CAROLYN DITCH;
MARY K. FRISBIE; ELIZABETH G. TOWNSEND;
EARL D. WILSON, JR. and ADELAIDA DIAZ
WILSON, husband and wife; CECIL TOLLIVER and
DORIS L. TOLLIVER, husband and wife; UNKNOWN
HEIRS OF JANET R. CONNELLY; PATRICK ROGERS
CONNELLY; FREDDIE T. JONES and EULA B. JONES,
husband and wife; SANDRA L. JONES; ITAY SHRAGA
GUY; KEREN HALPERIN GUY; HENRY W. WELKER;
UNKNOWN HEIRS OF JOSEPH P. VALENSON;
JAMES TED SMITH; UNKNOWN HEIRS OF TEDDY
LAWRENCE SMITH; CYNTHIA M. BRASFIELD;
WELLS FARGO BANK, N.A., successor by merger to
WORLD SAVINGS BANK, FSB; STATE OF FLORIDA,
DEPARTMENT OF REVENUE; BANK OF AMERICA,
N.A.; FLORIDA POWER CORPORATION n/k/a DUKE
ENERGY FLORIDA, INC.; and SCOTT RANDOLPH,
Orange County Tax Collector,

Parcels: 800 (Parts A & B)

Respondents.

SETTLEMENT AGREEMENT WITH GENERAL RELEASE
WITH RESPONDENT, ITAY S. GUY

As a result of ongoing settlement discussions, Respondent, ITAY S. GUY, and a representative of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondent, ITAY S. GUY, (referred to as "Respondent")

EXHIBIT "B"

the sum of **TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$28,200.00)**, in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 800 (Parts A and B), including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, costs, apportionment claims, or other supplemental proceedings. Respondent shall make no claim against Petitioner for any attorneys' fees or costs in connection with any apportionment claim or supplemental proceeding.

2. That there shall be no further claim by the Respondent, and all parties claiming by, through, under or against said Respondent, including any of the named Respondents in this action, if any, in this action for any further monies from the Petitioner. Any interest held by Respondent, KEREN HALPERIN GUY, has been conveyed or relinquished to Respondent, Itay Guy, and, as a result, Respondent, Itay S. Guy, believes in good faith that Ms. Halperin Guy has no claim to the proceeds in this case. In the event that Ms. Halperin Guy asserts a claim to the proceeds, Respondent, Itay S. Guy, will be fully responsible for resolving any such claim.

3. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Thirteen Thousand Two Hundred Dollars (\$13,200). Within twenty days (20) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to the trust account of counsel for Respondent the sum of Twenty-Eight Thousand Two Hundred Dollars (\$28,200.00). Respondent hereby assigns to Petitioner any claim Respondent may have to the previously deposited good faith estimate and Respondent hereby waives any apportionment claim that he may have or will have. Nothing herein precludes Petitioner from raising any argument as to apportionment, including arguments that may exist absent a waiver. Respondent agrees that in the event that the Clerk distributes funds from the court registry to Respondent, Respondent will promptly transmit such payment to Petitioner.

4. Respondent does hereby forever unconditionally and irrevocably release, acquit and discharge Petitioner and its affiliates, assigns, attorneys, employees, officers, managers, directors, shareholders, agents, contractors, predecessors and successors (collectively, the "Released Parties") from any and all claims and causes of action, suits, covenants, contracts, judgments, obligations, promises, agreements, controversies, damages, debts and demands, liabilities and losses of every kind, character, and nature, whether in contract or in tort, at law or in equity, that Respondent have ever had or now have, now known or unknown, or that any affiliate, successors or assigns of Respondent may have or claim to have against the Released Parties, or any of them, by reason of acts, omissions or events that occurred prior to the date of this Settlement Agreement and which arose or may have arose in connection with the taking of Parcel 800 (Parts A and B) or the construction of CFX Project Nos. 429-201 and 429-202. By signing below, each Respondent confirms that he/she has executed this Release of his/her own volition, with full knowledge of the extent and effect of the various releases granted by this Release and of the importance to the Released Parties of these releases and after having had the opportunity to discuss this matter with counsel of their own choice. This Release shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

5. This Settlement Agreement will be placed on the agenda for the Right of Way

("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

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


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

8. This Agreement resolves all claims of compensation arising from the taking of Parcel 800 (Parts A and B), including statutory interest, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim. Respondent represents that there are no apportionment claims.

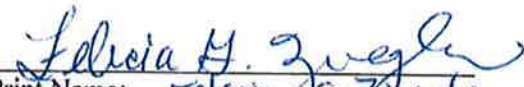
9. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes*.

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

This Settlement Agreement, executed by the parties and their counsel on this 13th day of May 2019, contains all the agreements of the parties.


Print Name: Linda S. B. Lanosa
Central Florida Expressway Authority


Print Name: Itay Guy
Owner


Print Name: Felicia H. Ziegler
Attorney for Owner

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 20, 2018

Felecia G. Ziegler, Esq.
c/o Harris Harris Bauerle Ziegler Lopez
1201 E. Robinson Street
Orlando, Florida 32801

RE: **Owner:** Guy
Project: Wekiva Parkway
Parcel Nos.: 800A & B
County: Orange

INVOICE

Review of subject information, sales research/analysis, conference calls with owner's representative, review sales research, inspect subject property and meet with owners, review damage analysis of nearby parcels, review engineering report, review/write appraisal report.

Abrams:	45.25 Hrs. x \$175/Hr. =	\$ 7,919
Dreggors:	19.25 Hrs. x \$225/Hr. =	<u>4,331</u>
Total		\$12,250

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

EXHIBIT "C"

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

OWNER GUY
PROJECT WEKIVA PARKWAY
PARCEL(S) 800A & B
COUNTY ORANGE

COURTNEY ABRAMS

DATE	TYPE OF SERVICE	HOURS
03/27/15	MEETING WITH RICK TO DISCUSS SCOPE OF WORK.	0.50
03/31/15	REVIEW OF SUBJECT INFORMATION; RESEARCH SALES; DISCUSS WITH RICK; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	6.25
04/14/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE TO REVIEW DATA.	0.25
03/31/16	REVIEW OF FILE; PREPARE FOR CONFERENCE CALL.	1.00
04/01/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
01/18/18	UPDATE SALES ANALYSIS; MEETING WITH RICK TO DISCUSS CASE AND ADDITIONAL EXPERTS NEEDED; CALL WITH CONTRACTOR; PREPARE EXHIBITS OF HALL'S DAMAGE ANALYSIS ON SURROUNDING PROPERTIES.	3.25
01/19/18	PREPARE EXHIBITS OF SURROUNDING PROPERTIES WITH SIMILAR ACCESS TO REMAINDER; ANALYSIS OF DAMAGES.	2.00
01/22/18	PREPARE EXHIBITS OF SURROUNDING CONDEMNOR'S DAMAGE ANALYSIS; MEETING WITH RICK TO REVIEW.	1.75
02/08/18	REVIEW CONDEMNOR'S APPRAISAL OF SOUTHFORK DRIVE; REVIEW ADDITIONAL SUBJECT MATERIAL.	1.25
02/15/18	PREPARE FOR INSPECTION; INSPECTED SUBJECT PROPERTY.	1.50
03/27/18	CONFERENCE WITH ASSOCIATE; LATER CONFERENCE WITH CONTRACTOR AND ENGINEER.	0.50
03/29/18	PREPARE FOR CALL; CALL WITH OWNER'S REPRESENTATIVE; PREPARED SUBJECT EXHIBITS.	2.00
03/30/18	ASSISTED WITH APPRAISAL.	7.00
04/02/18	ASSISTED WITH APPRAISAL; WORK ON ADDENDA.	6.25

OWNER	GUY	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	800A & B	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/06/18	ASSISTED WITH APPRAISAL; ANALYSIS OF COST ESTIMATE AND DEPRECIATION RATES.	4.00
04/10/18	ASSISTED WITH APPRAISAL.	1.00
04/24/18	REVIEW DRAFT APPRAISAL; REVIEW UPDATED ENGINEERING ANALYSIS.	1.00
04/25/18	REVIEW TITLEWORK; CALL WITH OWNER'S REPRESENTATIVE; ASSISTED WITH APPRAISAL.	3.25
04/26/18	REVIEW APPRAISAL REPORT.	1.00
04/27/18	CALL WITH OWNER'S REPRESENTATIVE; REVIEW APPRAISAL.	<u>1.00</u>
	TOTAL HOURS	45.25

OWNER	ITAY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	800A & B	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/17/15	PREPARE FOR CALL WITH OWNER'S REPRESENTATIVE; REVIEW INFORMATION; DISCUSS VALUATION ISSUES AND IMPACTS TO THE REMAINDER.	1.25
03/27/15	MEETING WITH ASSOCIATE TO REVIEW THE SCOPE OF OUR ASSIGNMENT.	0.50
03/31/15	REVIEW SALES DATA WITH ASSOCIATE.	1.00
04/14/15	REVIEW IMPROVED SALES AND DISCUSS WITH OWNER'S REPRESENTATIVE THE RESULTS OF OUR RESEARCH AND VALUATION MATTERS.	0.75
04/01/16	PREPARE FOR AND CONFERENCE CALL WITH ASSOCIATE; REVIEW SCOPE OF ASSIGNMENT/TASKS TO COMPLETE WITH OWNER'S REPRESENTATIVE.	0.75
01/17/18	REVIEW FILE AND PREPARE FOR MEETING WITH OWNER AT SITE.	0.50
01/18/18	MEETING WITH OWNERS AT THE SITE TO CONDUCT INSPECTION AND NOTE PROJECT; REVIEW SCOPE OF WORK.	1.75
01/22/18	MEETING WITH ASSOCIATE TO REVIEW DAMAGE ANALYSIS OF NEARBY PARCELS.	0.75
02/15/18	INSPECT SUBJECT; REVIEW WITH ASSOCIATE SCOPE OF WORK AND ASSIGNMENT TASKS.	1.25
03/29/18	CONFERENCE WITH F. ZIEGLER AND ASSOCIATE REGARDING REVIEWING SCOPE OF WORK.	0.50
03/30/18	CONFERENCE WITH F. ZIEGLER; LATER MEET WITH ASSOCIATE REGARDING TASKS TO COMPLETE.	0.50
04/09/18	CONFERENCE WITH FELECIA ZIEGLER REGARDING SCOPE OF WORK.	0.50
04/11/18	REVIEW PEER REPORT.	0.50
04/13/18	BEGIN REPORT REVIEW.	1.00

OWNER ITAY
PROJECT WEKIVA PARKWAY
PARCEL(S) 800A & B
COUNTY ORANGE

RICHARD C. DREGGORS, GAA

DATE	TYPE OF SERVICE	HOURS
04/23/18	REVIEW/WRITE APPRAISAL; CONFERENCE WITH F. ZIEGLER; CONFERENCE WITH ENGINEER.	3.75
04/24/18	REVIEW/WRITE APPRAISAL; CONFERENCE WITH F. ZIEGLER.	2.75
04/25/18	REVIEW/WRITE REPORT.	0.75
04/26/18	REVIEW REPORT.	<u>0.50</u>
	TOTAL HOURS	19.25

PEER

Professional Engineering Resources, Inc.

Engineering, Planning, Permitting

January 30, 2019

Ms. Felecia Ziegler, Esquire
Harris Harris Bauerle Sharma
1201 E. Robinson Street
Orlando, FL 32801

RE: Orange County
SR 429 / Wekiva Parkway
Parcel No.'s: 800 (Parts A & B)
Itay Shraga Guy
PEER Job No.: 15-2079

Dear Ms. Ziegler:

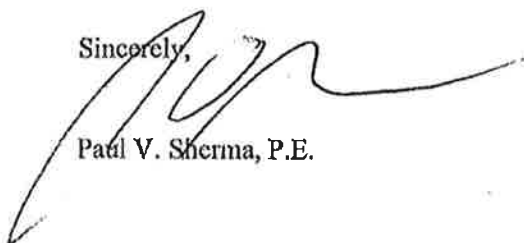
Please find attached PEER Invoice 15-2079.01 for services provided by **Professional Engineering Resources, Inc. (PEER, INC.)** for the above referenced case.

The fee charged by **Professional Engineering Resources, Inc.** for the services provided is expected to be paid by the Central Florida Expressway Authority.

I hope this invoice meets with your approval. If you have any questions, please do not hesitate to contact me.

Thank you for allowing **Professional Engineering Resources, Inc.** the opportunity to work with you on this case.

Sincerely,



Paul V. Sherma, P.E.

P:\WPDOCS\2015 JOBS\2079\Felecia1-30-19.wpd

10225 Ulmerton Road, Suite 4-D • Largo, FL 33771
(727) 408-5207 • Fax (727) 408-5223 • E-mail: peer@tampabay.rr.com

PEER

PEER INVOICE NUMBER 15 - 2079 .01

PROJECT: Orange County
SR 429 / Wekiva Parkway
Parcel No.'s: 800 (Parts A & B)
Itay Shraga Guy

CLIENT: Harris Harris Bauerle Sharma

DATE: January 30, 2019

SECTION A - DESCRIPTION OF SERVICES :

I.	Paul V. Sherma, P. E. :	Expert Witness			
	11.10 Hrs.	X	\$ 255.00 / hour	=	\$ 2,830.50
II.	Staz Guntek,	Engineering Technician IV			
	15.00 Hrs.	X	\$ 155.00 / hour	=	\$ 2,325.00
III.	Out - of - Pocket Expenses :				
	Merlin				\$ 00.00
	Index Sets				\$ 00.00
	Laser Paper (11" x 17")				\$ 24.82
	Postage				\$ 00.00
	Mileage				\$ 00.00
	Report Covers and Combs				\$ 00.00
	Blueprints				\$ 00.00
	Color Copies				\$ 00.00
	Copies				\$ 2.35

	SUBTOTAL OUT-OF-POCKET EXPENSES				\$ 27.17
	TOTAL AMOUNT DUE				\$ 5,182.67

PEER

PEER INVOICE NUMBER 15 - 2079 .01

NAME : Paul V. Sherma

POSITION : Expert Witness

<u>DATE</u>	<u>DESCRIPTION</u>	<u>NO. OF HOURS</u>
02 - 23 - 15	Telephone conference with Ms. Felecia Ziegler	0.25
02 - 24 - 15	Coordinate with CADD Department	0.10
02 - 26 - 15	Review SR 429 Engineering Plans; Prepare Exhibit; Coordinate with CADD Department; Prepare review comments	1.75
04 - 02 - 15	Telephone conference with Ms. Felecia Ziegler	0.25
04 - 09 - 15	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare review comments	1.50
07 - 19 - 17	Review information; Coordinate with CADD Department; Prepare Exhibit	0.25
03 - 27 - 18	Telephone conference with Mr. Rick Dreggors	0.25
04 - 09 - 18	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare Report	4.50
04 - 10 - 18	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare Report; Telephone conference with Ms. Felecia Ziegler	1.00
03 - 27 - 18	Telephone conference with Mr. Rick Dreggors	0.25
04 - 23 - 18	Telephone conference with Mr. Rick Dreggors; Telephone conference with Ms. Felecia Ziegler	0.25
04 - 24 - 18	Review SR 429 Engineering Plans; Prepare Exhibits; Coordinate with CADD Department; Prepare Report	0.25

PEER

01 - 08 - 19	Telephone conference with Ms. Felecia Ziegler; Prepare exhibits; Coordinate with CADD Department	0.50
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	TOTAL NO. OF HOURS	11.10
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PEER INVOICE NUMBER 15 - 2079.01

NAME : Staz Guntek

POSITION : Engineering Technician IV

<u>DATE</u>	<u>DESCRIPTION</u>	<u>NO. OF HOURS</u>
02 - 26 - 15	Print Engineering Plans; Obtain property information; Prepare Exhibit	1.75
04 - 09 - 15	Prepare Exhibits	4.50
04 - 09 - 18	Prepare Exhibits	3.50
04 - 10 - 15	Prepare Exhibits	2.50
04 - 11 - 15	Prepare Exhibits	1.75
04 - 24 - 15	Prepare Exhibits	0.25
01 - 08 - 19	Prepare Exhibits	0.75
		<hr/>
	TOTAL NO. OF HOURS	15.00



Brandon Construction Company
GENERAL CONTRACTORS, INC.

CGC 022908

555 Palm Harbor Blvd, Palm Harbor, FL 34683

P: (727)-784-6378

F: (727)-789-3498

INVOICE

April 16, 2018

Felecia G. Ziegler, Esquire
Harris Harris Bauerle Ziegler Lopez
1201 E. Robinson St.
Orlando, FL 32801

RE: Itay Guy Property
Hourly Billing through 04/03/18

Date	Description	Position	Hours	Rate	Total
1/18/2018	Site Visit/Photo	Estimator	2.5	\$175.00	\$ 437.50
2/27/2018	Building Sketches/Research	Estimator	3.0	\$175.00	\$ 525.00
2/28/2018	Sitework - Take Offs	Estimator	1.0	\$175.00	\$ 175.00
2/28/2018	Residence - Take Offs	Estimator	2.0	\$175.00	\$ 350.00
3/2/2018	Garage/Apt - Take Offs	Estimator	1.5	\$175.00	\$ 262.50
3/2/2018	Stables - Take Offs	Estimator	2.0	\$175.00	\$ 350.00
3/2/2018	Format Estimate/Pricing	Estimator	1.5	\$175.00	\$ 262.50
3/7/2017	Estimates/Pricing	Estimator	4.5	\$175.00	\$ 787.50
3/7/2018	Email Draft to Appraiser	Estimator	0.5	\$175.00	\$ 87.50
4/2/2018	Combo Estimates	Estimator	1.5	\$175.00	\$ 262.50
4/3/2018	Print/Email Estimates to Appraiser	Estimator	0.5	\$175.00	\$ 87.50

\$ 3,587.50


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: May 22, 2019

RE: Right-of-Way Transfer and Continuing Maintenance Agreement (“Agreement”) between Central Florida Expressway Authority (“CFX”) and City of Apopka pertaining to Kelly Park Road, Yothers Road, and Joshua Ridge Lane Wekiva Parkway Project 429-202 and 429-203

BACKGROUND

As part of the construction of the Wekiva Parkway, CFX relocated or realigned local roadways, constructed bridges over local roadways, widened local roadways, and constructed retention ponds to serve the local roadway network and to support CFX’s Expressway System. Now that the construction of the Wekiva Parkway has been completed, CFX and the City of Apopka would like to transfer portions of road right-of-way so that local roads and associated facilities are owned and maintained by the City of Apopka and property and associated facilities utilized for CFX’s Expressway System are owned and maintained by CFX.

More specifically and as depicted in the aerial attached as **Exhibit “1”**, portions of Kelly Park Road, Yothers Road, and Joshua Ridge Lane will be transferred to the City, subject to an easement for Expressway Facilities over Kelly Park Road. In return, other portions of Yothers Road will be transferred to CFX. Further, the City would assume responsibility for maintenance and liability for the local road right-of-way and CFX would assume responsibility for maintenance and liability of its Expressway System.

A proposed Right-of-Way Transfer and Continuing Maintenance Agreement is attached as **Exhibit “2.”** The City of Apopka has reviewed the Agreement and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Agreement. CFX’s general engineering consultant has reviewed the legal descriptions, maintenance functions, and maintenance responsibilities. A condition precedent to the execution of the Agreement by CFX is the receipt of a certificate from CFX’s general engineering consultant that the conveyance of the designated property to the City will not impede or restrict the current or future construction, operation, or maintenance of the Expressway System.

REQUEST

We respectfully request CFX Board approval of a Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka in a form substantially similar to the attached Agreement, subject to approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant and General Counsel or designee.

ATTACHMENTS

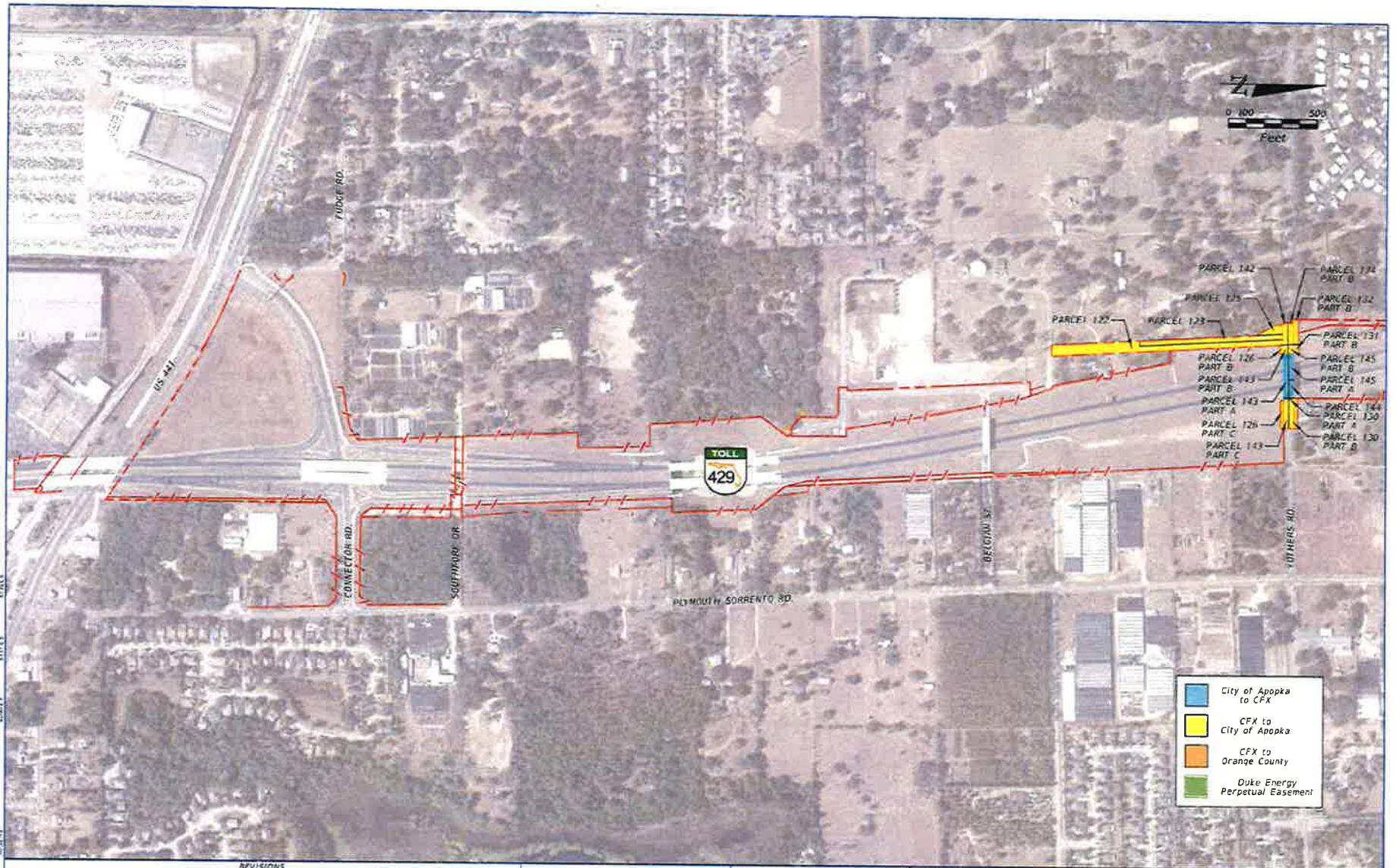
1. Aerial
2. Jurisdictional Right-of-Way Transfer and Continuing Maintenance Agreement with:
 - A1. Quit Claim Deeds from CFX to City pertaining to Kelly Park Road
 - A2. Quit Claim Deeds from CFX to City pertaining to Yothers Road
 - A3. Quit Claim Deeds from CFX to City pertaining to Joshua Ridge Lane
 - B. Quit Claim Deed from City to CFX pertaining to Yothers Road
 - C. Detailed Maintenance Functions
 - D. Maintenance Responsibility
 - E. Easement Agreement for Expressway Facilities

The Right of Way Committee recommended approval on May 22, 2019.

Reviewed by: _____

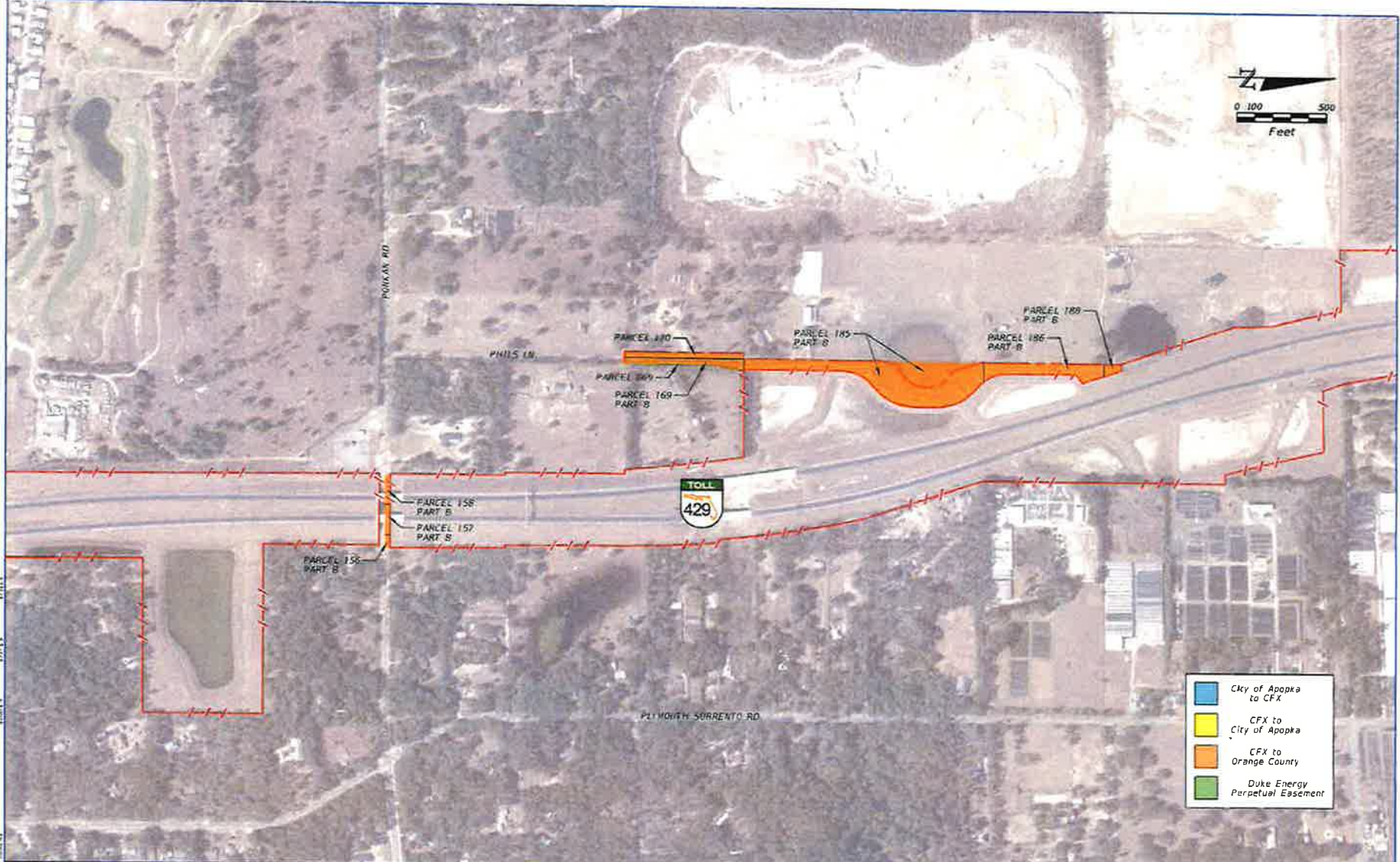


#1

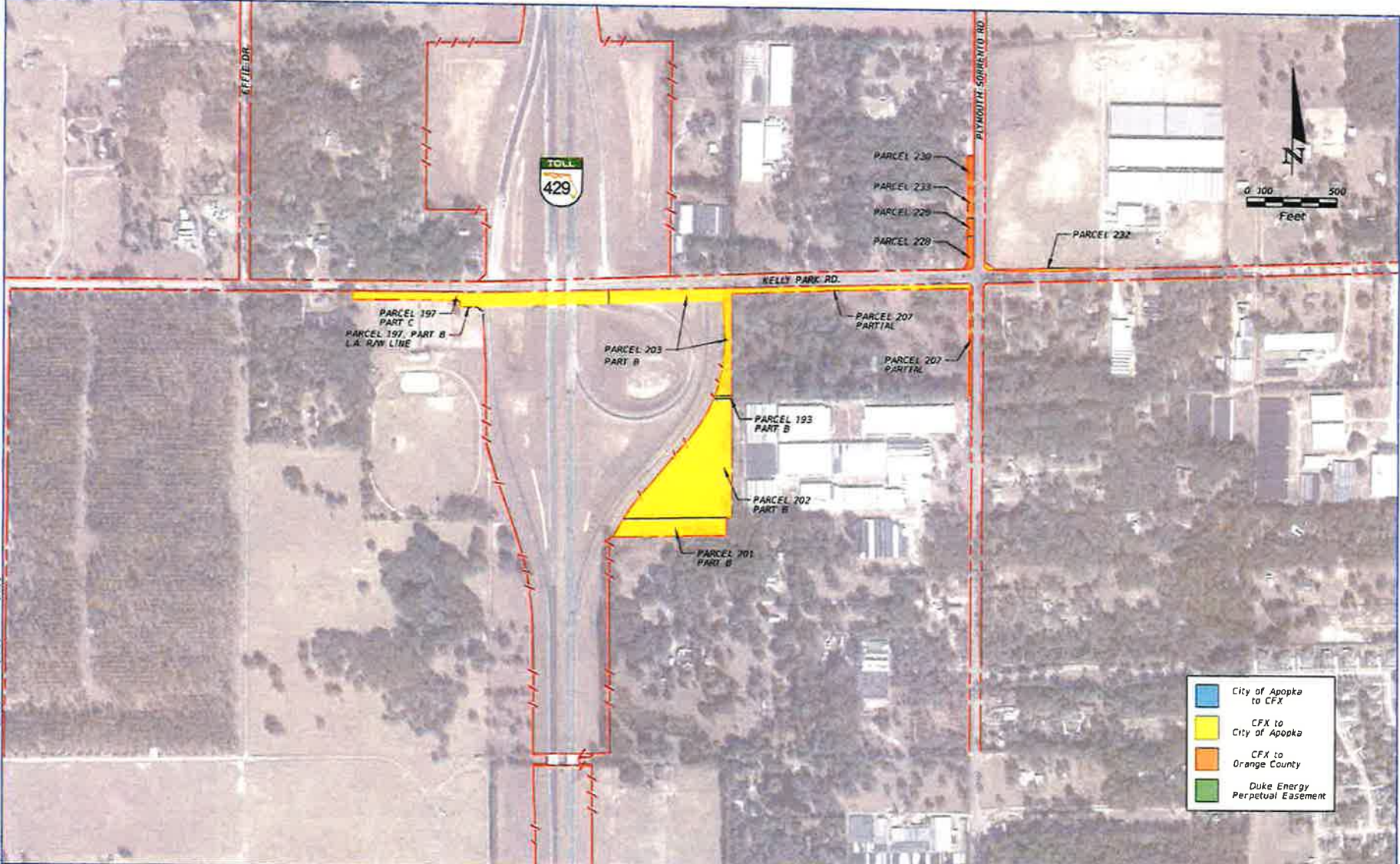


		REVISIONS				Wekiva Parkway Right-of-Way			SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION			SR 429	201, 202, 203			

EXHIBIT "1"



REVISIONS		REVISIONS		Wekiva Parkway Right-of-Way		 CENTRAL FLORIDA <small>TRANSIT</small> AUTHORITY	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION	SR NO.	PROJECT NO.		
				SR 429	201, 202, 203		



REVISIONS				Wekiva Parkway Right-of-Way	CENTRAL FLORIDA AUTHORITY	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION			
				ROAD NO. SR 429	PROJECT NO. 201, 202, 203	

#2

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND CITY OF APOPKA, FLORIDA
(S.R. 429 at Kelly Park Road, Joshua Ridge Lane, and Yothers Road)**

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on the last date of execution below by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and CITY OF APOPKA, a municipality of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“City”). CFX and City are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“Expressway System”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, Section 163.01, Florida Statutes, authorizes both Parties to this Agreement to enter into Interlocal Agreements; and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Wekiva Parkway Project Nos. 429-202 and 429-203 are completed, and both Parties desire title to the local roads including parcels consisting of or relating to Kelly Park Road, Yothers Road, and Joshua Ridge Lane, and related facilities to vest in City, subject to certain rights retained by CFX, and title to all of CFX’s right-of-way and related facilities and crossings to vest in CFX; and

EXHIBIT "2"

WHEREAS, the Parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and City agree as follows:

1. Recital. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.

2. Right-of-Way Maps. Simultaneously with the execution of this agreement, CFX has delivered to City the right-of-way maps consisting of S.R. 429 Project Nos. 429-202 and 429-203.

3. CFX Conveyance. CFX shall convey to City by Quit Claim Deed all of its right, title and interest in and to the real property described in **Exhibit "A1," "A2," and "A3,"** attached hereto and made a part hereof, which exhibits contain a copy of each Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deeds.

4. City Conveyance. City shall convey to CFX by Quit Claim Deed all of its right, title and interest in and to the real property described in **Exhibit "B"** attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easement described in the Quit Claim Deed.

5. Easements for Expressway Facilities. The Parties agree that CFX, and its successors and assigns, owns and holds perpetual, exclusive easements ("Easements") for the S.R. 429 bridges, ramps, columns, fencing, signature, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through the local roads as described in **Exhibit "E,"** including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Facilities. City expressly agrees for itself and its successors and assigns to refrain from any use of the Easements which would interfere with the Expressway Facilities or otherwise constitute a hazard for the Expressway Facilities. The Easements shall be inure to the benefit of and be enforceable by CFX and its successors and assigns.

6. Future and Continuing Maintenance. The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following areas: 1. City/County road bridge over CFX Expressway; 2. CFX Expressway bridge over City/County road; 3. Canals/waterways – City/County; 4. Canals/waterways – CFX; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways.

7. Detailed Maintenance Functions. **Exhibit “C”** attached hereto and by reference made a part hereof defines generically the areas of maintenance as outlined in paragraph 6 (1) – (7) above and the party responsibility for each of the future and continuing maintenance specific functions applicable to the area. The Parties agree that the maintenance functions outlined on **Exhibit “C”** are necessary and properly and reasonably defined and that the responsibility given to each of the Parties hereto to perform said functions is likewise necessary and properly and reasonably defined.

8. Maintenance Responsibility. **Exhibit “D”** attached hereto and by reference made a part hereof defines with specificity the locations for the continuing and future maintenance responsibility assigned and accepted pursuant to this Agreement, the party responsible for such maintenance and the exact maintenance item assigned to each party by reference to the paragraph number and subparagraph letter to the Detailed Maintenance Functions outlined in **Exhibit “C”**.

9. CFX Maintenance Responsibility. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

10. City Maintenance Responsibility. City does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

11. Consideration. The consideration for the property to be transferred to City and the property to be transferred to CFX, collectively “the Property,” shall be the continuing and future obligation to maintain the Property.

12. Evidence of Title. At any time before Closing, either party may, at its sole cost and expense, order a commitment from an agent for a policy of Owner’s Title Insurance (the “Commitment”) which shall be written on a title insurance company reasonably satisfactory and acceptable to that party.

13. Survey. Either party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the “Survey”). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

14. Deed Restriction; Reverter. The property conveyed to City shall be utilized for the purpose of public right-of-way. The Parties agree that if City no longer uses the property (or any part thereof) conveyed to City for City public right-of-way purposes, then all right, title, and interest to Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX’s option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

15. Closing Date and Location. The closing of the conveyances contemplated under this Agreement (the "Closing") shall be held on or before sixty (60) days after the Effective Date or such earlier date selected by CFX upon not less than ten (10) days' written notice to City (the "Closing Date"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the Parties. The closing date is subject to an option to extend that may be exercised with written approval from the Mayor of City of Apopka and the Executive Director of the Central Florida Expressway Authority.

16. Conveyance of Title. At the Closing, the Parties shall execute and deliver to the other the required Deeds and Easements as described above.

17. FIRPTA Affidavit. At Closing, each owner of the property ("Owner") shall sign a closing statement and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction.

18. Disclosure of Beneficial Interests. If, at the time of Closing, the Owners hold title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owners shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes.

19. General Closing Documents. At Closing, City shall sign a closing statement and an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

20. Recording.

a. City agrees to record the Deeds for the property being conveyed to City within thirty (30) days after delivery of the original Deed to City at its cost. City agrees to deliver a certified copy of the recorded Deeds to CFX shortly thereafter.

b. CFX agrees to record the Deed and Easement for the property being conveyed to CFX within thirty (30) days after acceptance at its cost. CFX agrees to deliver a certified copy of the recorded Deed and Easement to City shortly thereafter.

21. As-Is Conveyance.

a. Conveyance by CFX to City. The property described in paragraph 3 and Exhibits "A1," "A2," and "A3" is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or

condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09) City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 3 and **Composite Exhibit "A" "AS-IS, WHERE IS AND WITH ALL FAULTS"** and that the respective owner has disclaimed herein any and all warranties, express or implied.

b. Conveyance by City to CFX. The property described in paragraph 4 and **Exhibit "B"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. CFX has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 4 and **Exhibit "B" "AS-IS, WHERE IS AND WITH ALL FAULTS"** and that the respective owner has disclaimed herein any and all warranties, express or implied.

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

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: (407) 703-1601

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) 703-1658

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

23. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by both Parties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

25. Survival of Provisions. All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

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

27. Effective Date. This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and City.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[SIGNATURES TO FOLLOW]

CITY OF APOPKA, FLORIDA

By: City Commission

BY: _____
MAYOR

Date: _____

ATTEST: _____
City Clerk

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
CHAIRMAN JAY MADARA

Date: _____

ATTEST: _____
Regla ("Mimi") Lamaute
Recording Clerk

APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY.

By: _____
General Counsel

LIST OF EXHIBITS

- A1, A2, A3. Quit Claim Deeds with Legal Descriptions of property from CFX to City
- B. Quit Claim Deed with Legal Descriptions of property from City to CFX
- C. Detailed Maintenance Functions
- D. Maintenance Responsibility
- E. Easement Agreement for Expressway Facilities

EXHIBIT "A1"

**QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS
OF PROPERTY FROM CFX TO CITY**

Prepared By:

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

Reserved for Recording

Wekiva Parkway Project 429-203 (Kelly Park Road)
Parcels 193 Part B, 197 Part B, 197 Part C,
201 Part B, 202 Part B, 203 Part B, 207 Partial, 232

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT “1”

**Property Appraiser’s Parcel Identification Number:
Not Assigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project 429-203 (Kelly Park Road)
Parcels 193 Part B, 197 Part B, 197 Part C,
201 Part B, 202 Part B, 203 Part B, 207 Partial, 232

and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns the Easement Agreement for Expressway Facilities recorded in the Official Records of Orange County, Florida, as Document Number _____ at O.R. Book _____ and Page _____.
- b) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view as noted in the legal description for Parcel 197 Part B in said **Exhibit "1."**
- d) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- e) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Project 429-203 (Kelly Park Road)
Parcels 193 Part B, 197 Part B, 197 Part C,
201 Part B, 202 Part B, 203 Part B, 207 Partial, 232

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Signature

BY: _____
CHAIRMAN

Print Name

Date: _____

Second Witness:

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

**APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY**

By: _____
General Counsel

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Chairman of the Central Florida Expressway
Authority, who is personally known to me OR produced _____ as
identification.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

EXHIBIT "1"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART B

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

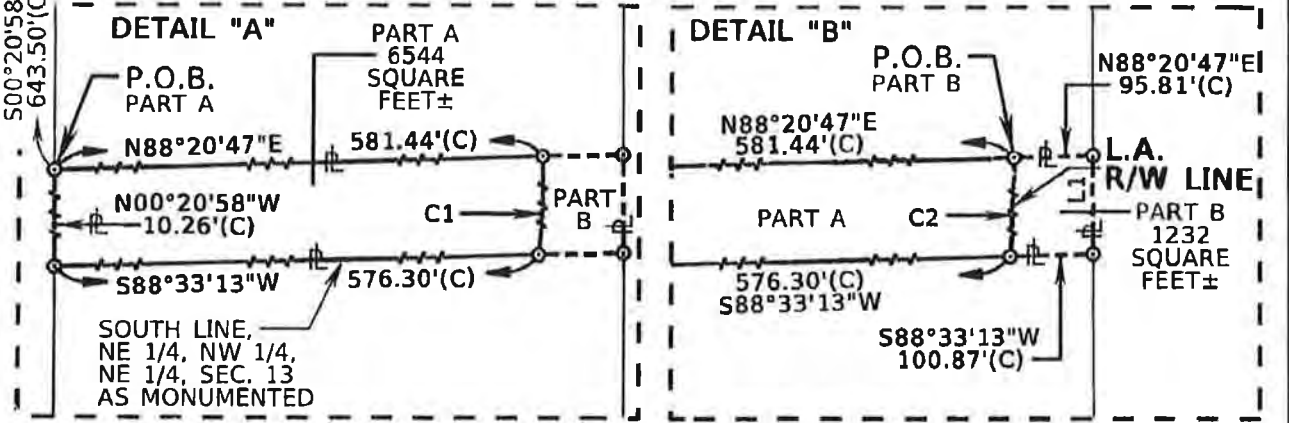
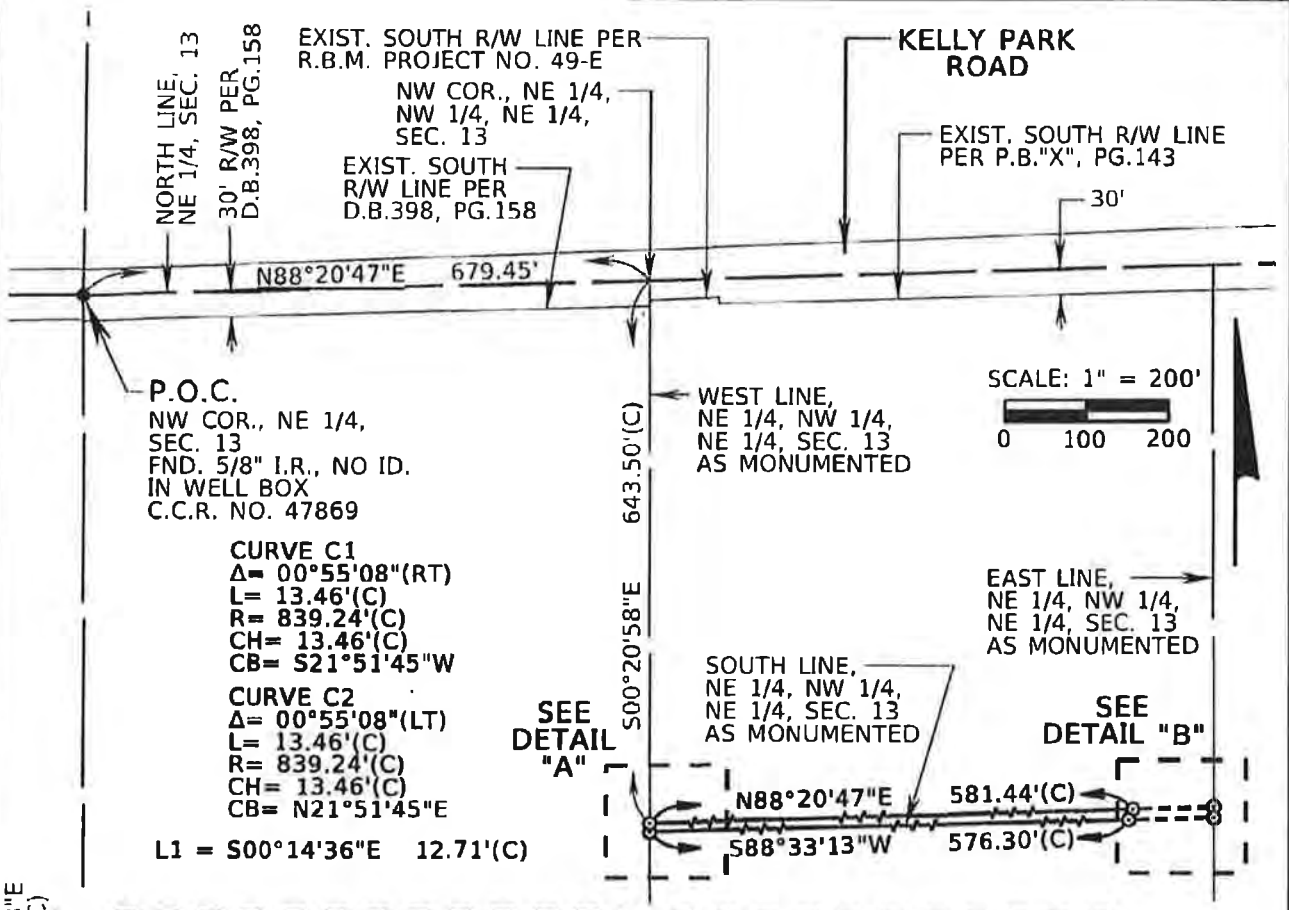
COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 643.50 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°20'47" EAST, A DISTANCE OF 581.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°20'47" EAST, A DISTANCE OF 95.81 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 12.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°33'13" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 13.46 FEET AND A CHORD BEARING OF NORTH 21°51'45" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°55'08", A DISTANCE OF 13.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1232 SQUARE FEET, MORE OR LESS

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

DATE	NOVEMBER 26, 2013	 <p>BOWYER SINGLETON 320 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-3120 FAX 407-649-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p>	<p>PARCEL 193</p>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE			
OSA PROJECT NO.	EA11-11			
REVISION	BY		DATE	

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.022, FLORIDA STATUTES.

William E. Wydo 11/24/13
 WILLIAM E. WYDO, S.J.
 LICENSE NUMBER 3842 DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION OF AUTHORIZATION No. 18 1221

BS BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 643-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 193

SCALE: 1"=200'

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 LIMITED ACCESS RIGHTS ONLY
 ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:

PARCEL 197 PART B

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW WHICH MAY ACCRUE TO ADJOINING PROPERTY ALONG THE FOLLOWING DESCRIBED LINE, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8-INCH IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°38'22" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 107.99 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11529.16 FEET, A CHORD DISTANCE OF 49.18 FEET AND A CHORD BEARING OF SOUTH 88°57'07" WEST; THENCE DEPARTING SAID EAST LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 14'40", A DISTANCE OF 49.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11529.16 FEET, A CHORD DISTANCE OF 90.87 FEET AND A CHORD BEARING OF SOUTH 89°17'59" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°27'06", A DISTANCE OF 90.87 FEET TO THE POINT OF TERMINUS.

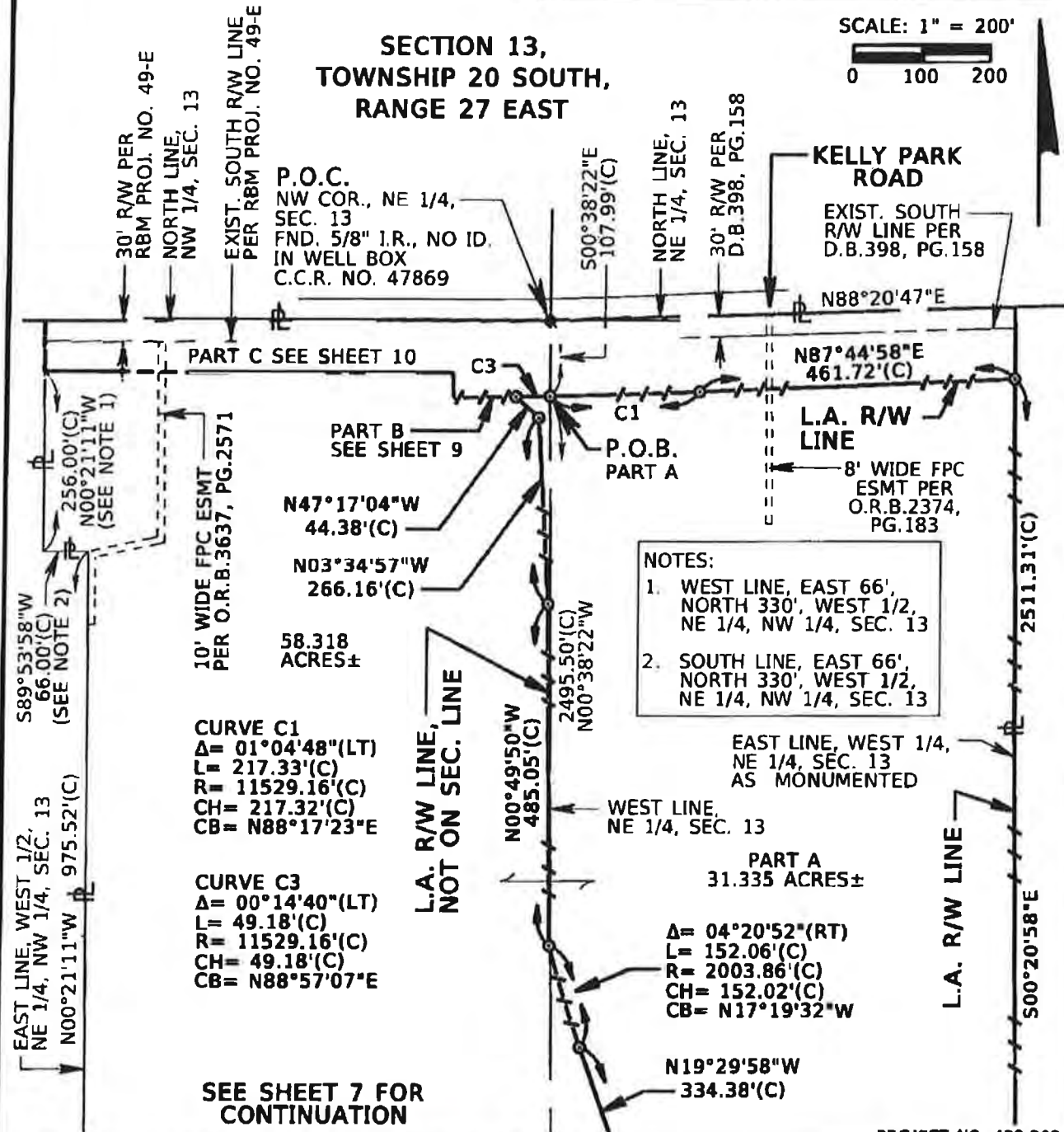
LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

DATE	APRIL 23, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1321 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-3120 FAX 407-640-8864</p>	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 197
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.	EA11-13			
REVISED SECTION BREAKDOWN	S.WARE	01/10/2014		
ADD PARCEL 197 402 PART B	S.WARE	02/10/2014		
REVISED PART C	S.WARE	05/16/2013		
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

**SECTION 13,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

SCALE: 1" = 200'



- NOTES:**
- WEST LINE, EAST 66', NORTH 330', WEST 1/2, NE 1/4, NW 1/4, SEC. 13
 - SOUTH LINE, EAST 66', NORTH 330', WEST 1/2, NE 1/4, NW 1/4, SEC. 13

DATE	APRIL 23 2013
DRAWN BY	MIRIAM LIS
CHECKED BY	S.W. AB
BSA PROJECT NO.	429-203
NO.	S.W. 01/10/2014
ADD PART B?	S.W. 01/10/2014
REVISED PART C	S.W. 05/18/2013
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION NO. 18 1221

MIRIAM LIS
 SURVEYOR
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-649-8864

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

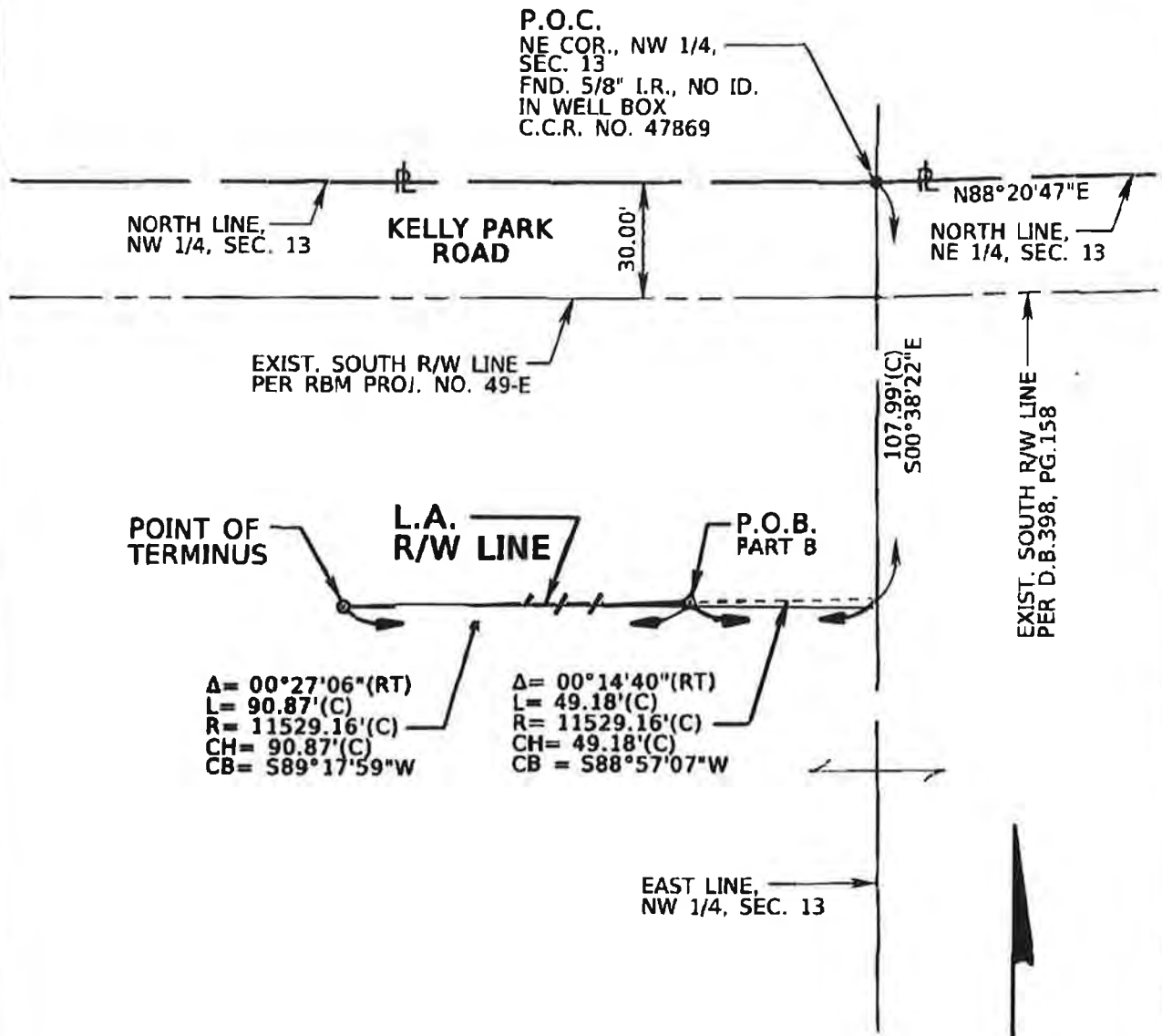
S. R429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PROJECT NO. 429-203

PARCEL 197


SCALE: 1"=200'

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 40'
0 20 40

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST PROJECT NO. 429-203

DATE APRIL 23, 2013	CERTIFICATION OF AUTHORIZATION No. 18 1221	 <p>BRUCE SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-849-8864</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p>PARCEL 197</p>
DRAWN BY M.ROLLINS	<p>REVISED SECTION 13 ADD PARCEL 197 ADD PART D</p>			<p>SCALE: 1" = 40'</p>
CHECKED BY S.WARE	<p>REVISED PART C</p>			
BSA PROJECT NO. EA11-J1	<p>BY DATE</p>			

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PARCEL 197 PART C

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND 5/8-INCH IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO A POINT ON THE EAST LINE OF THE WEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID EAST LINE, A DISTANCE OF 102.98 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 87°44'58" WEST, A DISTANCE OF 461.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 11529.16 FEET, A CHORD DISTANCE OF 357.36 FEET AND A CHORD BEARING OF SOUTH 88°38'15" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°46'34", A DISTANCE OF 357.38 FEET TO A POINT ON A RADIAL LINE; THENCE DEPARTING SAID CURVE RUN NORTH 00°28'28" WEST ALONG SAID RADIAL LINE, A DISTANCE OF 35.76 FEET TO A POINT ON A LINE PARALLEL WITH AND 44.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES, THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49-E; THENCE SOUTH 89°53'58" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 588.43 FEET TO A POINT ON THE WEST LINE OF THE EAST 66 FEET OF THE NORTH 330 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID PARALLEL LINE RUN NORTH 00°21'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 74.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°53'58" EAST ALONG SAID NORTH LINE, A DISTANCE OF 728.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.007 ACRES, MORE OR LESS

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

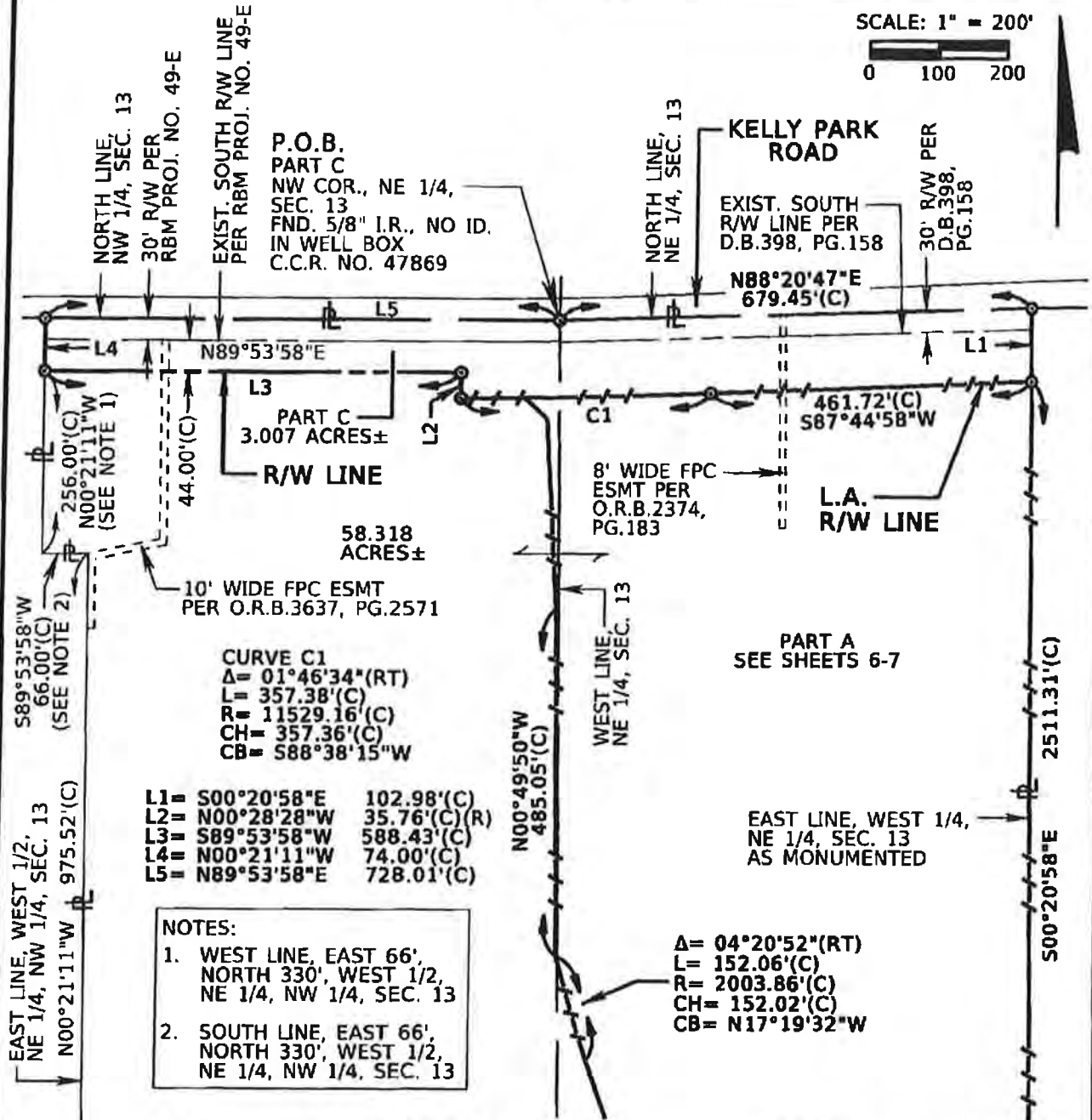
DATE	APRIL 23, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1373	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 197/897
DRAWN BY	M.ROLLINS	 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32803 (407) 843-3120 FAX 407-649-8664		SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISED SECTION	S.WARE		03/10/2014	
ADD PARCEL BY	S.WARE	01/10/2014		
ADD PARCEL B	S.WARE	08/16/2013		
REVISION	BY	DATE		

Delete 897?

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 200'

0 100 200



P.O.B. PART C NW COR., NE 1/4, SEC. 13 FND. 5/8" I.R., NO ID. IN WELL BOX C.C.R. NO. 47869

KELLY PARK ROAD

EXIST. SOUTH R/W LINE PER D.B.398, PG.158

N88°20'47"E 679.45'(C)

N89°53'58"E
L3
PART C 3.007 ACRES±
R/W LINE

58.318 ACRES±

10' WIDE FPC ESMT PER O.R.B.3637, PG.2571

CURVE C1
Δ = 01°46'34"(RT)
L = 357.38'(C)
R = 11529.16'(C)
CH = 357.36'(C)
CB = S88°38'15"W

L1 = S00°20'58"E 102.98'(C)
L2 = N00°28'28"W 35.76'(C)(R)
L3 = S89°53'58"W 588.43'(C)
L4 = N00°21'11"W 74.00'(C)
L5 = N89°53'58"E 728.01'(C)

NOTES:
1. WEST LINE, EAST 66', NORTH 330', WEST 1/2, NE 1/4, NW 1/4, SEC. 13
2. SOUTH LINE, EAST 66', NORTH 330', WEST 1/2, NE 1/4, NW 1/4, SEC. 13

Δ = 04°20'52"(RT)
L = 152.06'(C)
R = 2003.86'(C)
CH = 152.02'(C)
CB = N17°19'32"W

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

DATE	APRIL 23, 2013	
DRAWN BY	M.J. COLLINS	
CHECKED BY	S.WARE	
BSA PROJECT NO.	EA11-J1	
REVISED SECTION	S.WARE	01/10/2014
REVISED PART C	S.WARE	01/10/2014
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION No. LB 1221

320 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-3120
FAX 407-649-8004

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 197.

SCALE: 1"=200'

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART B

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST; ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

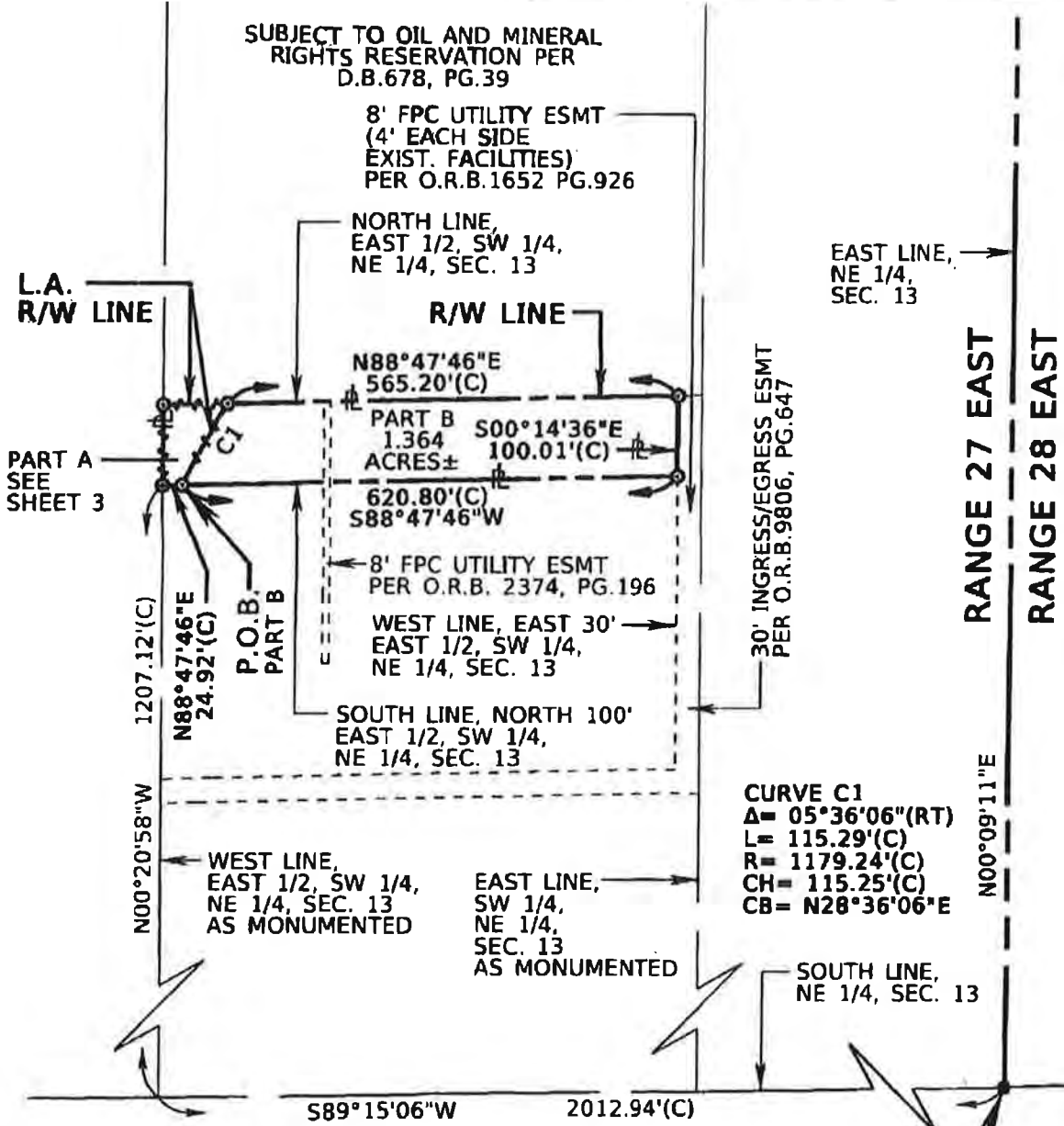
COMMENCE AT A FOUND 1-1/4" IRON PIPE WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°15'06" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2012.94 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 1207.12 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 24.92 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1179.24 FEET, A CHORD DISTANCE OF 115.25 FEET AND A CHORD BEARING OF NORTH 28°36'06" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°36'06", A DISTANCE OF 115.29 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN NORTH 88°47'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 565.20 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 30 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'36" EAST ALONG SAID WEST LINE, A DISTANCE OF 100.01 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°47'46" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 620.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.364 ACRES, MORE OR LESS

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

DATE NOVEMBER 18, 2013		CERTIFICATION OF AUTHORIZATION No. LB 1221		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 201 SCALE: N/A
DRAWN BY H. ROLLINS		 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-3120 FAX 407-649-8664			
CHECKED BY S. WARE					
BSA PROJECT NO. EA11-11					
MYSR SECTION BREAKDOWN		S. WARE		02/12/2014	
REVISION		BY		DATE	

BEARING STRUCTURE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N00°09'11"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 200'

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 31-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd
 WILLIAM E. BYRD, P.S.M.
 LICENSE NUMBER 5442
 DATE

NOT VALID WITHOUT THE SIGNATURE AND PHYSICAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. 18 1321

BS **POWER** **CONSTRUCTION**

570 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-649-9884

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 201

SCALE: 1"=200'

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PART B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

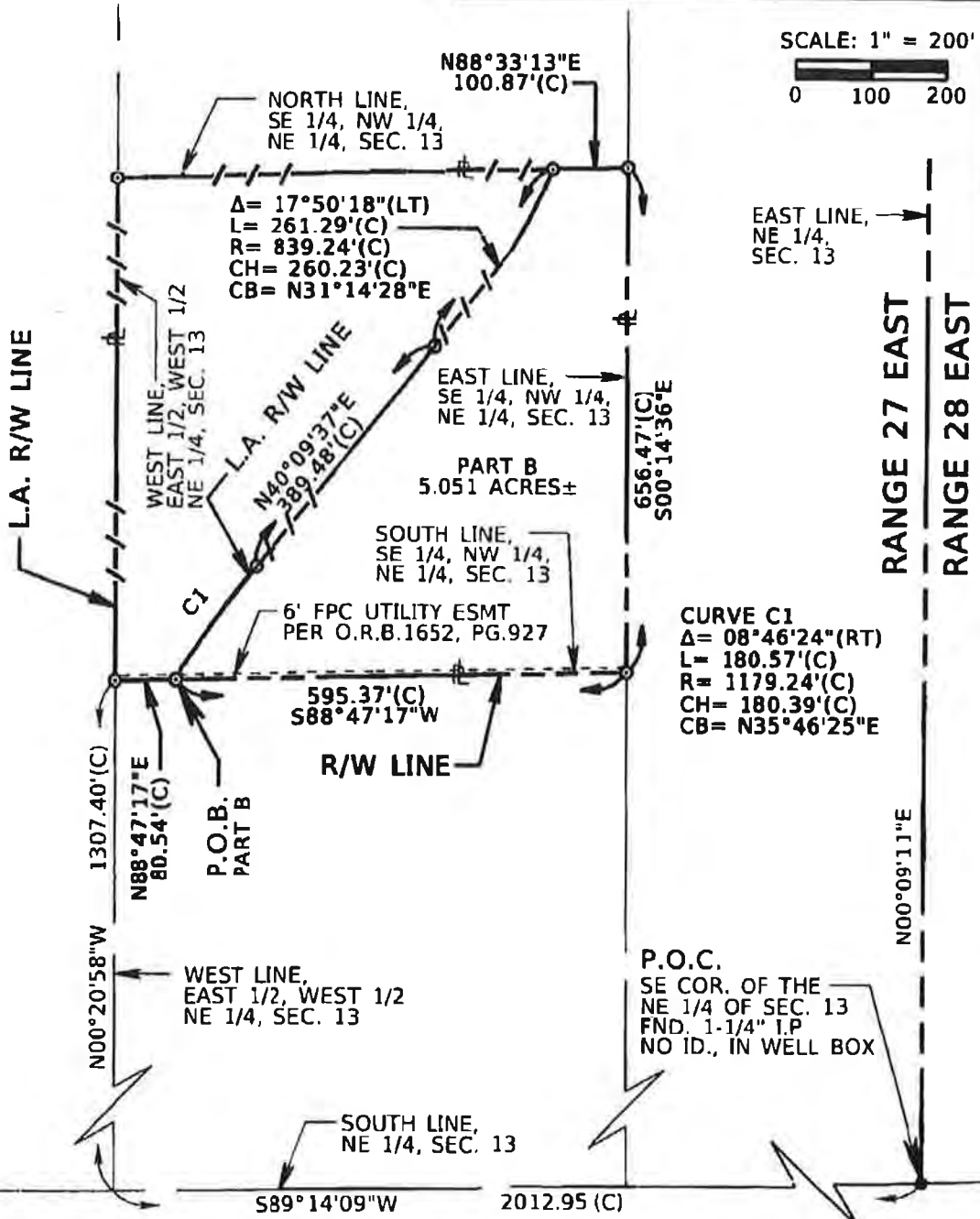
COMMENCE AT A FOUND 1-1/4" IRON PIPE WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°14'09" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2012.95 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 1307.40 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'17" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 80.54 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1179.24 FEET, A CHORD DISTANCE OF 180.39 FEET AND A CHORD BEARING OF NORTH 35°46'25" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°46'24", A DISTANCE OF 180.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 40°09'37" EAST, A DISTANCE OF 389.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 260.23 FEET AND A CHORD BEARING OF NORTH 31°14'28" EAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°50'18", A DISTANCE OF 261.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN NORTH 88°33'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.87 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 656.47 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°47'17" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 595.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.051 ACRES, MORE OR LESS

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

DATE	NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION NO. LR 1221	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 202
DRAWN BY	M. ROLLINS			
CHECKED BY	S. WARE			
BSA PROJECT NO.	EA11-11			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N00°09'11"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 3119, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 11/10/13
 WILLIAM E. BYRD DATE
 LICENSE NUMBER 5442

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221 1/21

BS BOWYER SINGLETON
 530 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-3120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 202

SCALE: 1"=200'

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

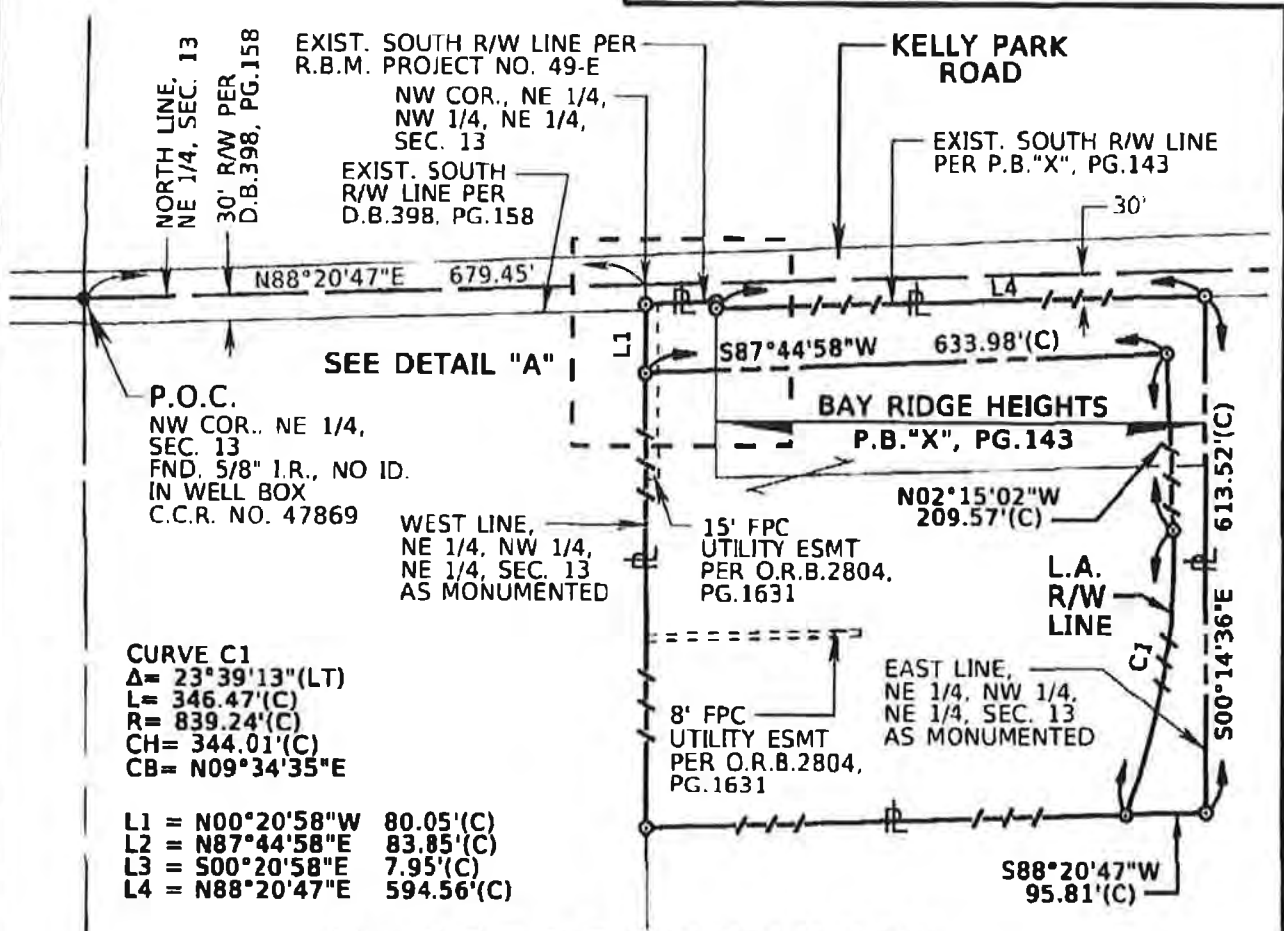
COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 22.93 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49-E FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: THENCE NORTH 87°44'58" EAST, A DISTANCE OF 83.85 FEET; THENCE SOUTH 00°20'58" EAST, A DISTANCE OF 7.95 FEET; THENCE NORTH 88°20'47" EAST, A DISTANCE OF 594.56 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 613.52 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°20'47" WEST, A DISTANCE OF 95.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 344.01 FEET AND A CHORD BEARING OF NORTH 09°34'35" EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°39'13", A DISTANCE OF 346.47 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE RUN NORTH 02°15'02" WEST, A DISTANCE OF 209.57 FEET; THENCE SOUTH 87°44'58" WEST, A DISTANCE OF 633.98 FEET TO AN INTERSECTION WITH AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 80.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.713 ACRES, MORE OR LESS

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

DATE	NOVEMBER 19, 2013		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 203
DRAWN BY	M ROLLINS			
CHECKED BY	S WARE	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-2120 FAX 407-649-8664	S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.	EA11-11			REVISION

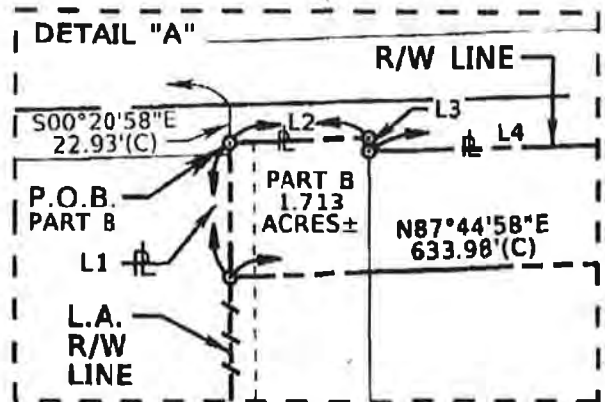
BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



P.O.C.
NW COR., NE 1/4,
SEC. 13
FND. 5/8" I.R., NO ID.
IN WELL BOX
C.C.R. NO. 47869

CURVE C1
Δ = 23°39'13"(LT)
L = 346.47'(C)
R = 839.24'(C)
CH = 344.01'(C)
CB = N09°34'35"E

L1 = N00°20'58"W 80.05'(C)
L2 = N87°44'58"E 83.85'(C)
L3 = S00°20'58"E 7.95'(C)
L4 = N88°20'47"E 594.56'(C)



SCALE: 1" = 200'
0 100 200

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "HIGHEST TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 52.17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
William E. Byrd 11/15/13
WILLIAM E. BYRD, D-54
LICENSE NUMBER 5442
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221
BS BOWEN & BRIGGS
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-849-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
203
SCALE: 1" = 200'

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-203

PARCEL NO. 207 PARTIAL
PURPOSE: RIGHT OF WAY TRANSFER
TO CITY OF APOPKA
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION, LOCATED IN A WELL BOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-203; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1357.89 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 AS MONUMENTED AND SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°14'36" EAST, ALONG SAID WEST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD, PER DEED BOOK 398, PAGE 188 AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°20'47" EAST, ALONG THE SAID EXISTING SOUTH RIGHT OF WAY LINE, 30.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE, A DISTANCE OF 1302.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN 9.46 FEET IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 21°41'01" TO A POINT ON THE NORTHERLY PROJECTION OF THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE SOUTH 00°09'11" WEST, ALONG SAID NORTHERLY PROJECTION, A DISTANCE OF 48.18 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, SAID POINT BEING ON THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE THE FOLLOWING THREE COURSES ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE; THENCE FROM A TANGENT BEARING OF NORTH 00°09'11" EAST, RUN 40.05 FEET IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°47'53" TO THE POINT OF TANGENCY; THENCE SOUTH 88°21'18" WEST, A DISTANCE OF 724.60 FEET TO A POINT; THENCE SOUTH 87°44'58" WEST, A DISTANCE OF 561.08 FEET TO A POINT ON THE AFORESAID WEST LINE; THENCE DEPARTING SAID EXISTING SOUTH RIGHT OF WAY LINE, RUN NORTH 00°14'36" WEST ALONG SAID WEST LINE, A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.765 ACRES, MORE OR LESS

SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JANUARY 07, 2019

PROJECT NO.: D08-01

DRAWN: RJG CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-203
PARCEL NO. 207 PARTIAL



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

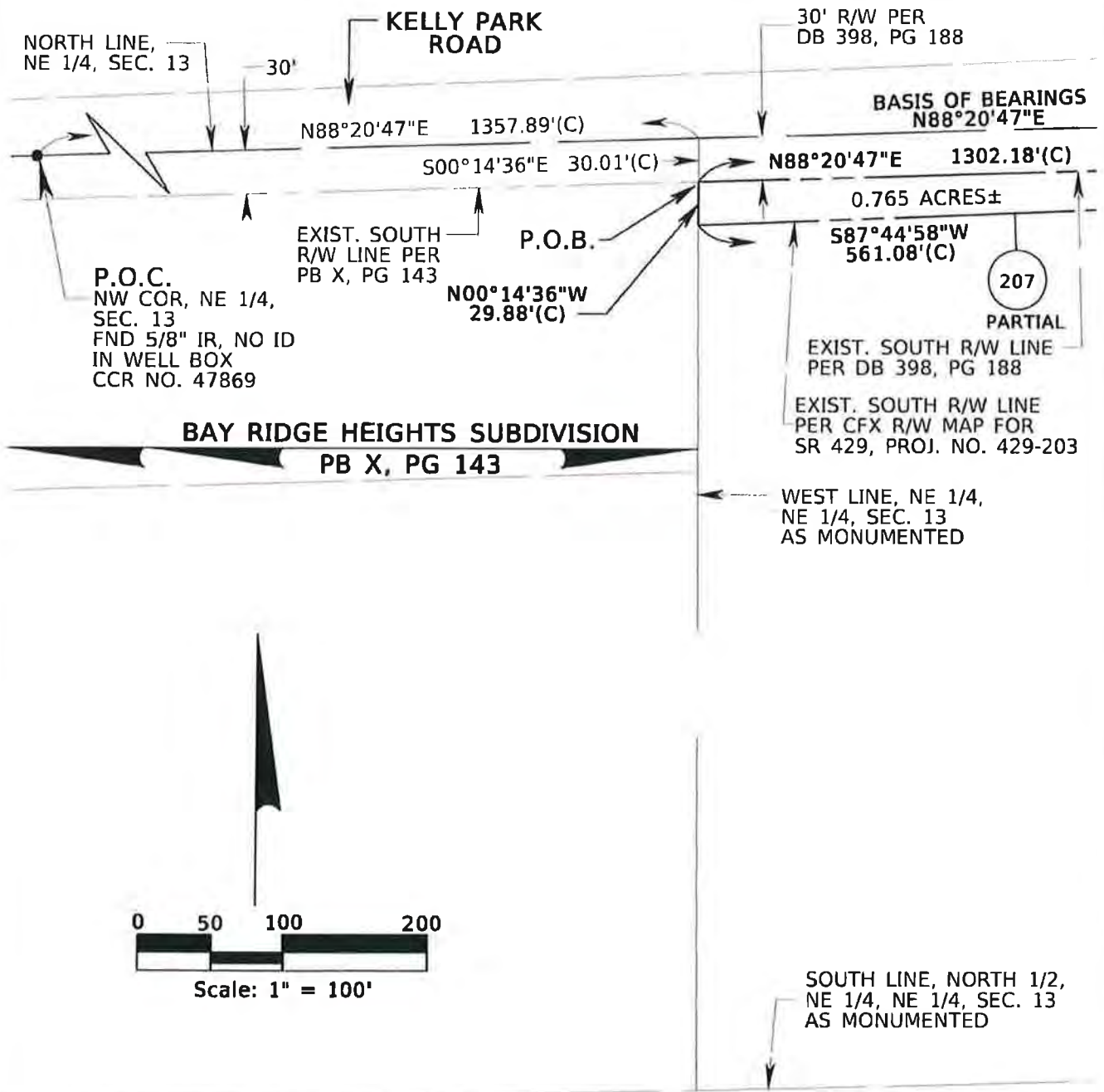
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JANUARY 07, 2019

PROJECT NO.: D08-01

DRAWN: RJG CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-203
PARCEL NO. 207 PARTIAL



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

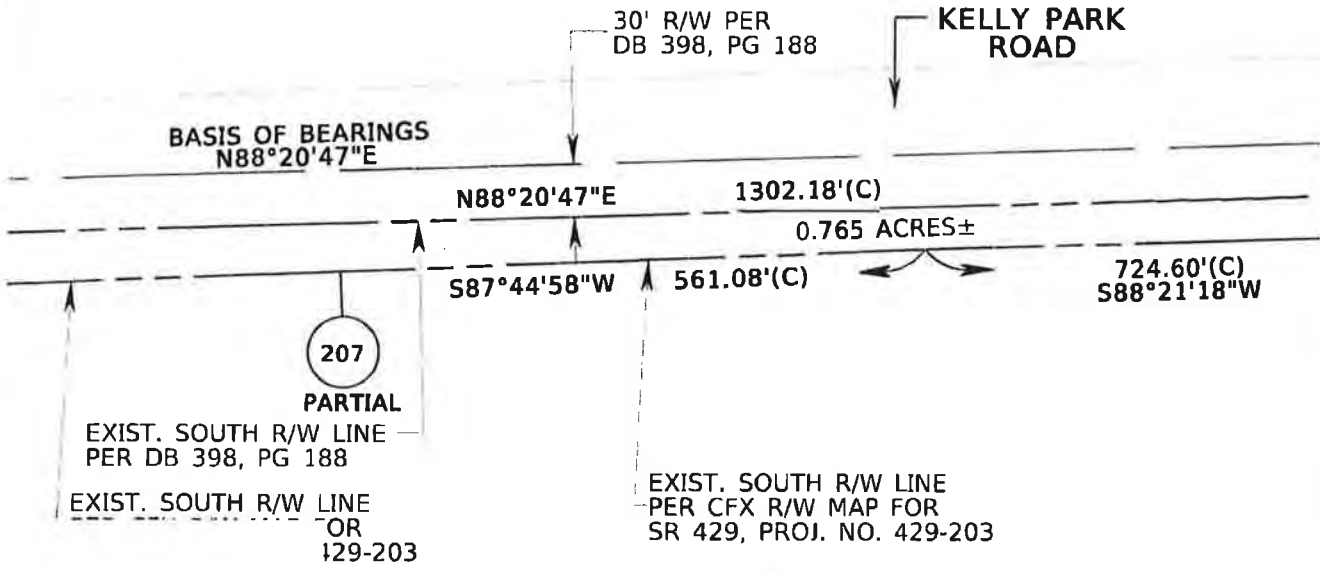
SUITE 2401

LAKE MARY, FLORIDA 32746

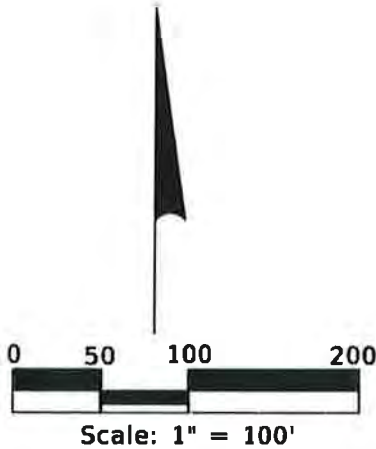
VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



NE 1/4, SEC. 13
AS MONUMENTED



SOUTH LINE, NORTH 1/2,
NE 1/4, NE 1/4, SEC. 13
AS MONUMENTED

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

SHEET OF

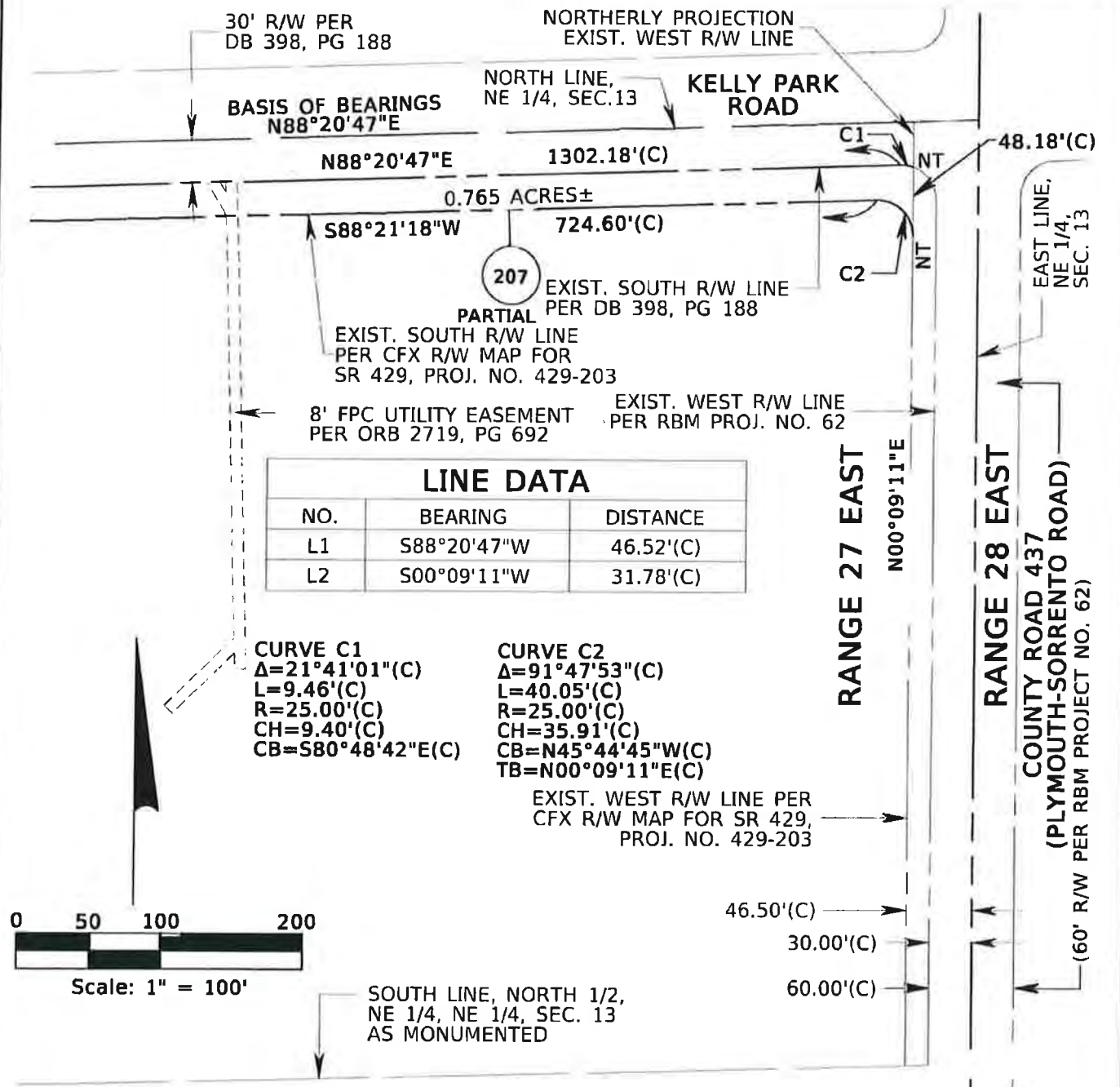
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: JANUARY 07, 2019
PROJECT NO.: D08-01
DRAWN: RJG CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-203
PARCEL NO. 207 PARTIAL

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

SHEET OF

SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: JANUARY 07, 2019
 PROJECT NO.: D08-01
 DRAWN: RIG CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-203
PARCEL NO. 207 PARTIAL



GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 1349 S. INTERNATIONAL PARKWAY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: (407) 878-0841
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" LOCATED IN A WELL BOX MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 7, A DISTANCE OF 86.95 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°50'03" EAST, A DISTANCE OF 34.89 FEET TO AN INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 56°14'00" EAST, A DISTANCE OF 68.55 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5674.92 FEET, A CHORD DISTANCE OF 198.36 FEET AND A CHORD BEARING OF NORTH 88°58'53" EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'10", A DISTANCE OF 198.37 FEET TO THE POINT OF TANGENCY; SAID POINT BEING ON A LINE PARALLEL WITH AND 42.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87°58'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 187.82 FEET; THENCE NORTH 89°34'37" EAST, A DISTANCE OF 430.60 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49 E; THENCE RUN THE FOLLOWING 4 COURSES AND DISTANCES ALONG SAID NORTH RIGHT OF WAY LINE: THENCE SOUTH 87°58'48" WEST, A DISTANCE OF 543.52 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 3050.20 FEET, A CHORD DISTANCE OF 254.08 FEET AND A CHORD BEARING OF NORTH 89°37'58" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°46'27", A DISTANCE OF 254.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°14'45" WEST, A DISTANCE OF 52.63 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 34.53 FEET AND A CHORD BEARING OF NORTH 43°34'32" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°20'26", A DISTANCE OF 38.11 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON AFORESAID EAST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 00°05'41" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 14.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 7407 SQUARE FEET, MORE OR LESS

NOTE:


THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902549 DATED 02/06/2013

LEGEND & ABBREVIATIONS

CB = CHORD BEARING	ID. = IDENTIFICATION	P.I. = POINT OF INTERSECTION	(R) = RADIAL
C.C.R. = CERTIFIED CORNER RECORD	I.R. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC. = SECTION
CH = CHORD LENGTH	L. = LIMITED ACCESS	P.O.C. = POINT OF COMMENCEMENT	TINTF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR. = CORNER	L.A. = LICENSED SURVEY BUSINESS	PROJ. = PROJECT	W/ = WITH
(C) = CALCULATED DISTANCE	LT = LEFT	P.T. = POINT OF TANGENCY	± = PROPERTY LINE
D.B. = DEED BOOK	NO = NUMBER	R = RADIUS	±/ = SAME PROPERTY OWNER
ESMT = EASEMENT	O.R.B. = OFFICIAL RECORDS BOOK	R.B.M. = ROAD BOND MAP	Δ = DELTA (CENTRAL ANGLE)
EXIST. = EXISTING	P.C. = POINT OF CURVATURE	RT = RIGHT	--- = CHANGE IN DIRECTION
FND. = FOUND	PG/PGS. = PAGE / PAGES	R/W = RIGHT OF WAY	--- = LIMITED ACCESS RW LINE
FPC = FLORIDA POWER CORPORATION			--- = RW LINE
(F) = FIELD DISTANCE			

DATE	NOV 01 09H 18013
DRAWN BY	M.RD LUNS
CHECKED BY	S.W ARE
BSA PROJECT NO.	EA11-11
REVISION	BY DATE

CERTIFICATION OF AUTHORITY No. LB 1231



BSI
 BOWLER
 SURVEYOR

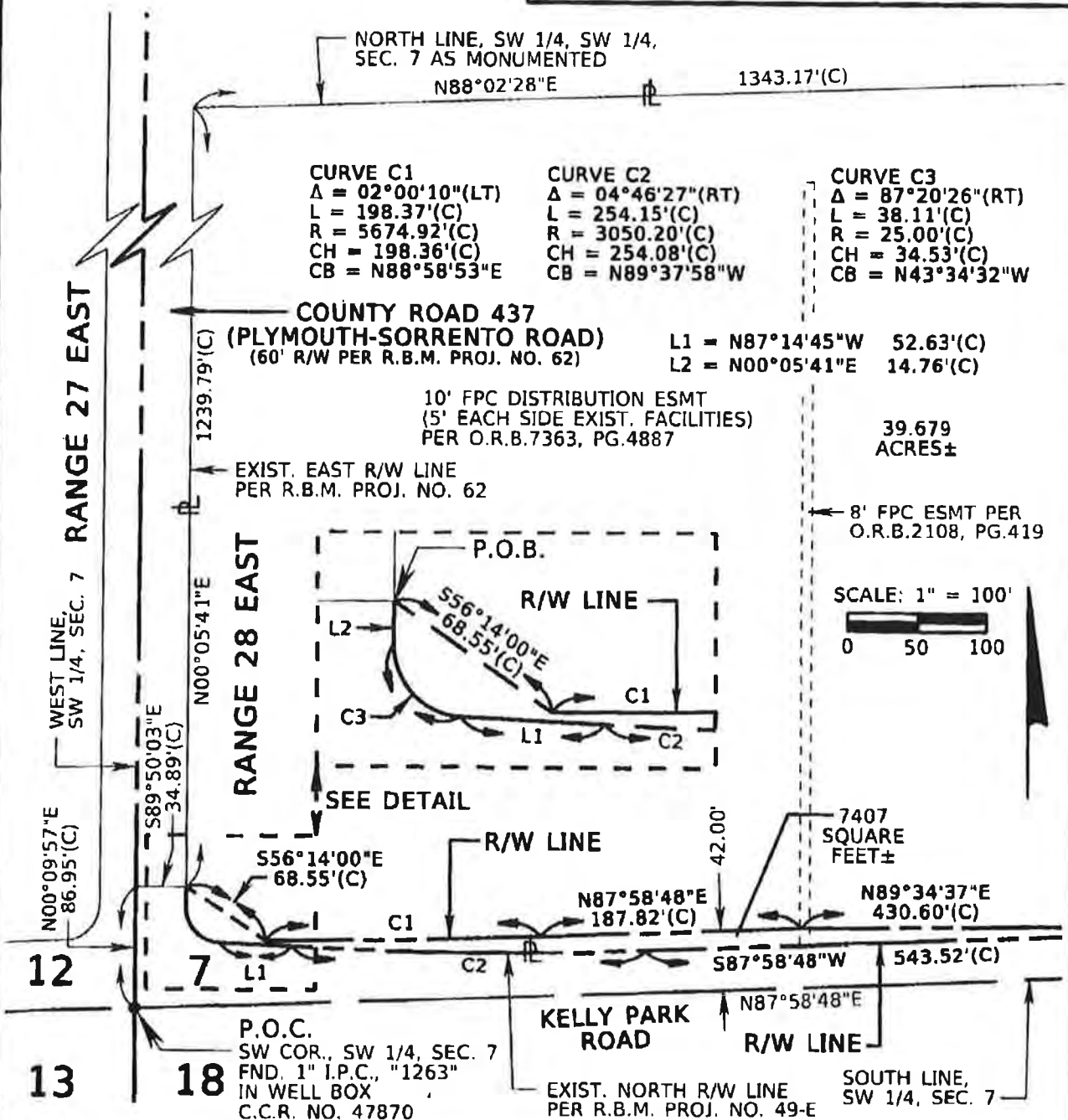
520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-3120
 FAX 407-649-8864

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 232
SCALE: N/A
SHEET 1 OF 3

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC. 7-20-28, BEING N87°58'48"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 7, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

DRAWN BY	M. ROLLINS
CHECKED BY	S. WARE
BSA PROJECT NO.	CA11-J1
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION No. LB 1221

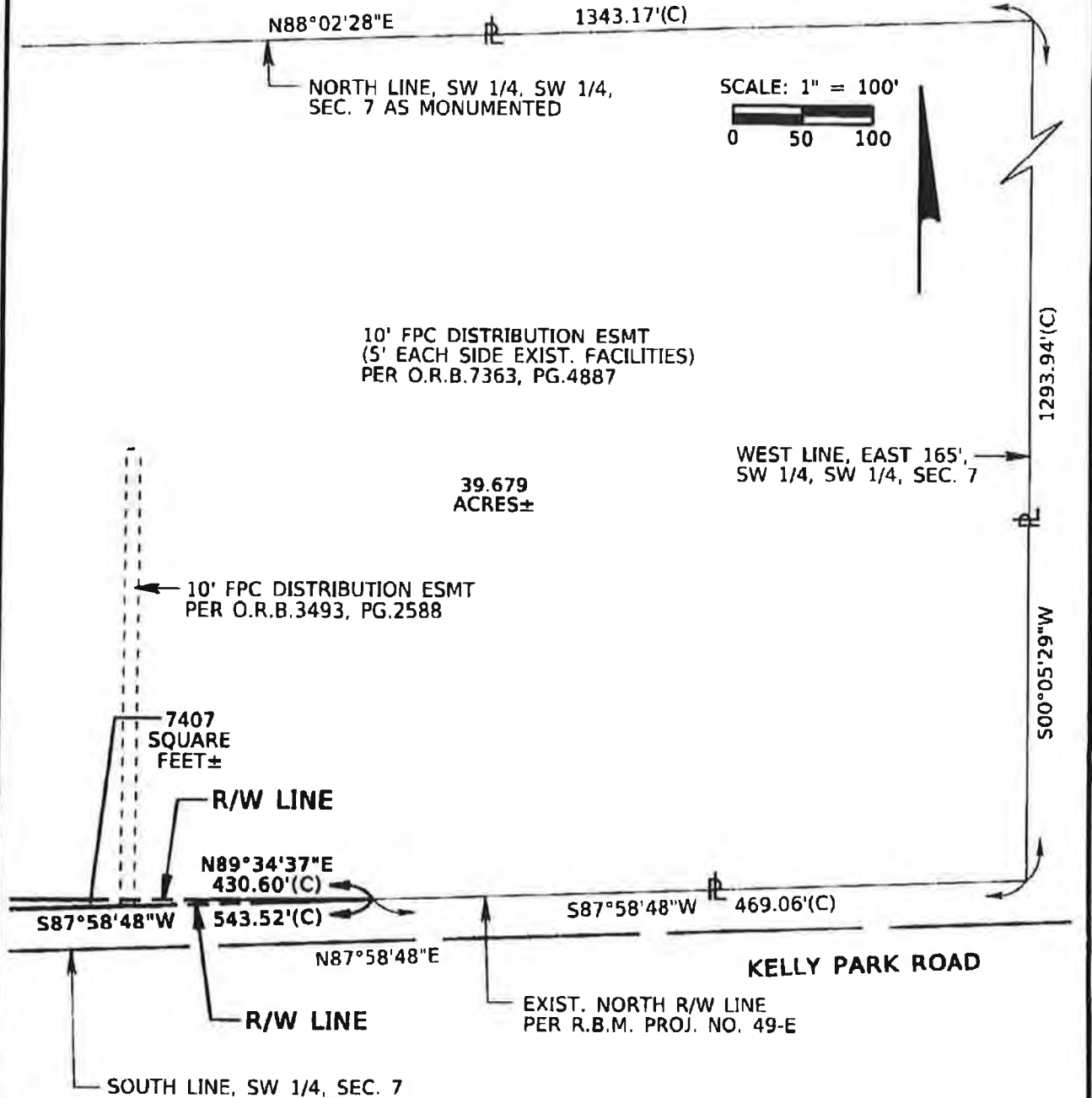
BSI
ROWLER SINGLETON
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-549-8564

SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 232
SCALE: 1"=100'
SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC. 7-20-28, BEING N87°58'48"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 7, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 31-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William B. Byrd 11/8/13
 WILLIAM B. BYRD, P.S.M.
 LICENSE NUMBER 5442 DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221



520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-849-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 232

SCALE: 1"=100'

SHEET 3 OF 3

EXHIBIT "A2"

**QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS
OF PROPERTY FROM CFX TO CITY**

Prepared By:

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

Reserved for Recording

Wekiva Parkway Project 429-202 (Yothers Road)
Parcel 126 Parts B & C, 130 Part B, 131 Part B,
132 Part B, 134 Part B, 142, 143 Parts B & C, 145 Part B

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT “1”

**Property Appraiser’s Parcel Identification Number:
Not Assigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- b) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- c) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Signature

BY: _____
CHAIRMAN

Print Name

Date: _____

Second Witness:

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

**APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY**

By: _____
General Counsel

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Chairman of the Central Florida Expressway
Authority, who is personally known to me OR produced _____ as
identification.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

EXHIBIT "1"

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 126
PURPOSE: PART B PART C RIGHT OF WAY
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 126 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 613.94 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE SOUTH 00°49'06" EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO AFORESAID NORTH LINE, A DISTANCE OF 50.87 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 15.02 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 51.53 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 768 SQUARE FEET, MORE OR LESS.

PARCEL 126 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 193.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°49'06" EAST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 45 FEET SOUTH OF AND PARALLEL TO AFORESAID NORTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE NORTH 00°49'06" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 153.92 FEET TO THE POINT OF BEGINNING.

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

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 126



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

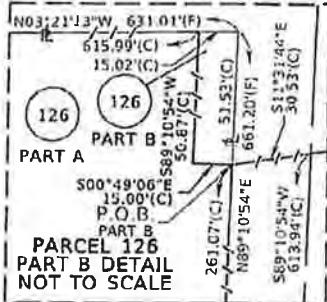
SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

APPROXIMATE
CITY LIMITS LINE

NOT PLATTED



Scale: 1" = 200'

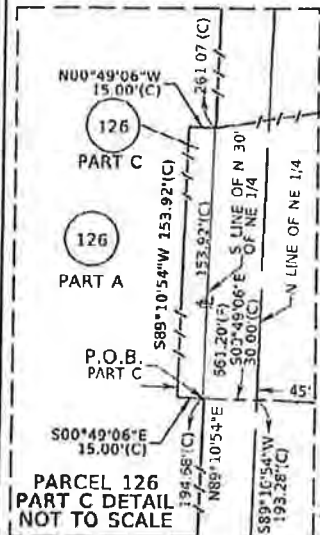
NE CORNER OF
THE SE 1/4 OF
SECTION 36-20-27
FND 6"X6" CM
NO IDENTIFICATION
CCR 85451

STA 146+01.94
268.62' LT(F)
FND 4"X4" CM
"LS 2494 PRM"

E LINE OF NE 1/4
RANGE 27 E
RANGE 28 E

FND 1/2" IR NO ID
1.52'S, 0.84'W(F)

LA R/W LINE
631.98'(F)
300.97'(F)
ORIGINAL LOT LINE



LOT 6
BLOCK O

LOT 3

LOT 2

30
P.O.C.
PART A, B & C
NE CORNER OF
SECTION 36-20-27
FND 6"X6" CM
TOP BROKEN
WITH 1" JP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36'S, 0.84'W(F)
CCR 85450

**MAP OF PLYMOUTH
PB B, PGS 17-18**

10' DISTRIBUTION
EASEMENT TO
FLORIDA POWER
CORPORATION
ORB 5632, PG 1195

FND 1/2" IRC
1.R. 4596"

**PLYMOUTH SORRENTO ROAD
(R/W WIDTH VARIES)**

**SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 126**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 130

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 130 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 132 FEET AND LESS THE WEST 300 FEET OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 159.60 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE, A DISTANCE OF 167.65 FEET TO A POINT; THENCE SOUTH 00°49'16" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,229 SQUARE FEET, MORE OR LESS.

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

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20 -10

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 130



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

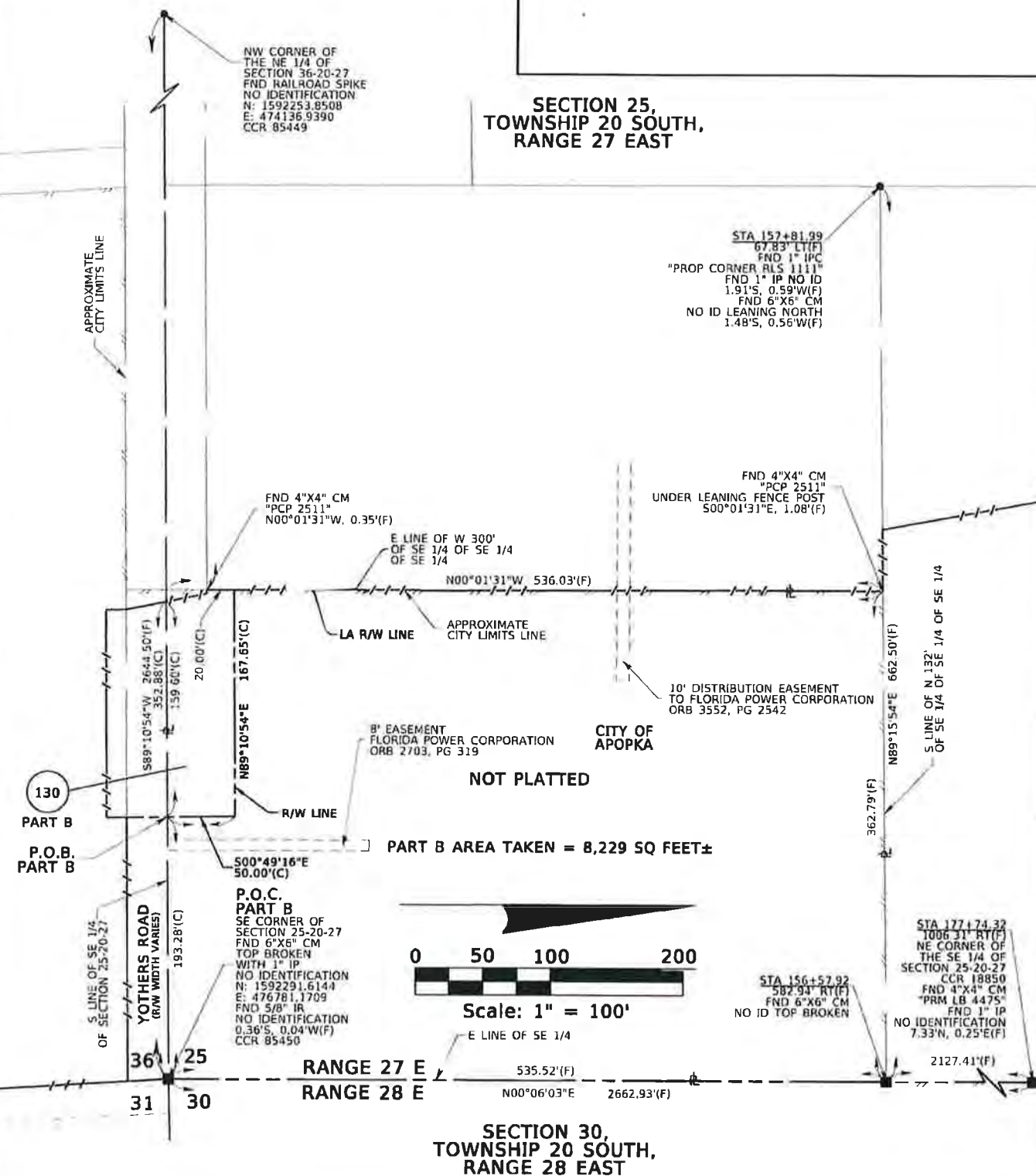
MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

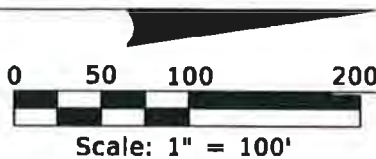
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



NOT PLATTED
PART B AREA TAKEN = 8,229 SQ FEET±



**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 23, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 130

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 131

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 131 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 613.94 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 41.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 40.87 FEET TO A POINT; THENCE SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 1,232 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20 - 10

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 131**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

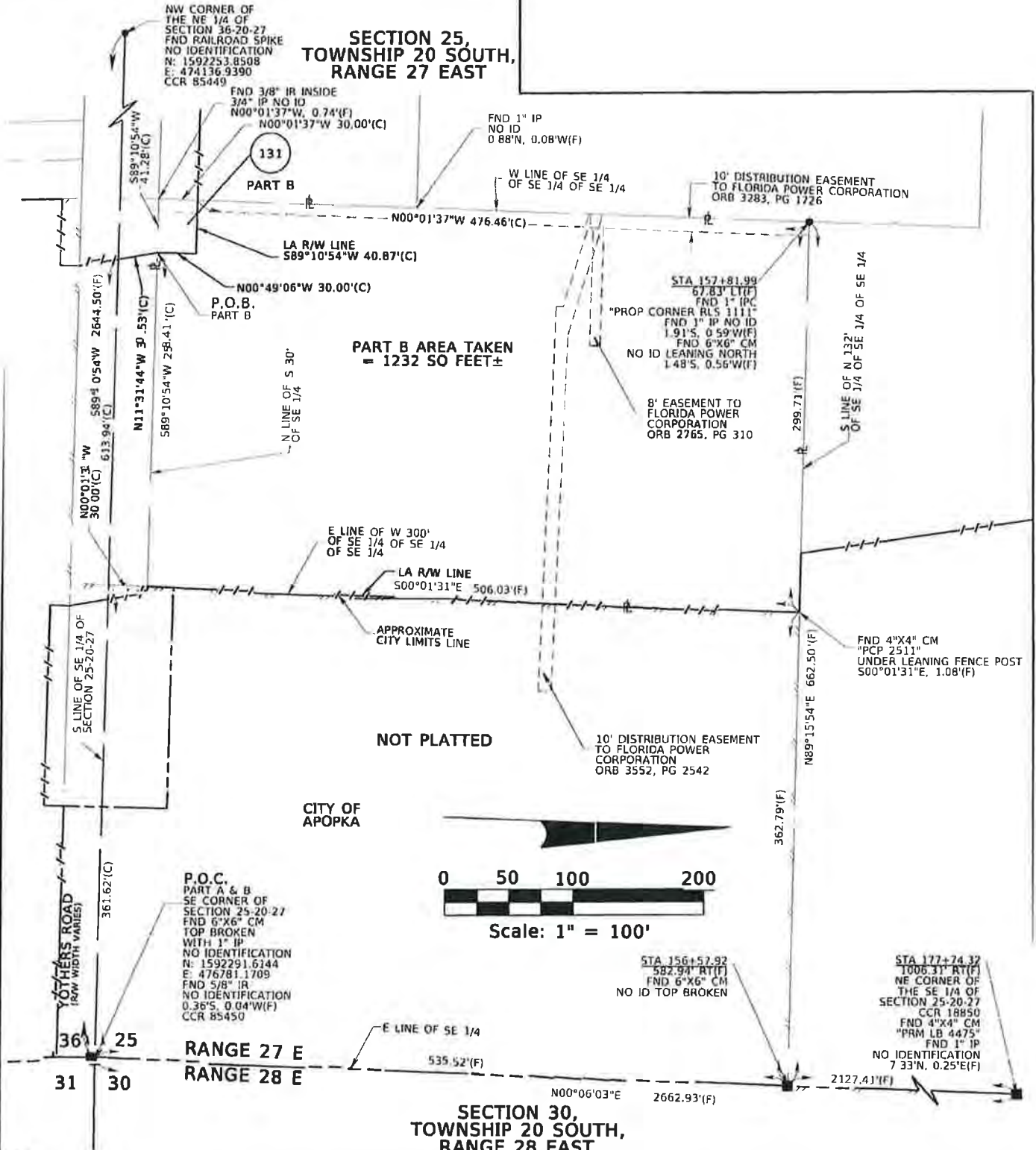
MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 131

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 132

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 132 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 145.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 145.01 FEET TO A POINT ON AFORESAID EAST LINE; THENCE SOUTH 00°01'37" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 4,350 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 30, 2013

PROJECT NO.: H20 01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 132



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

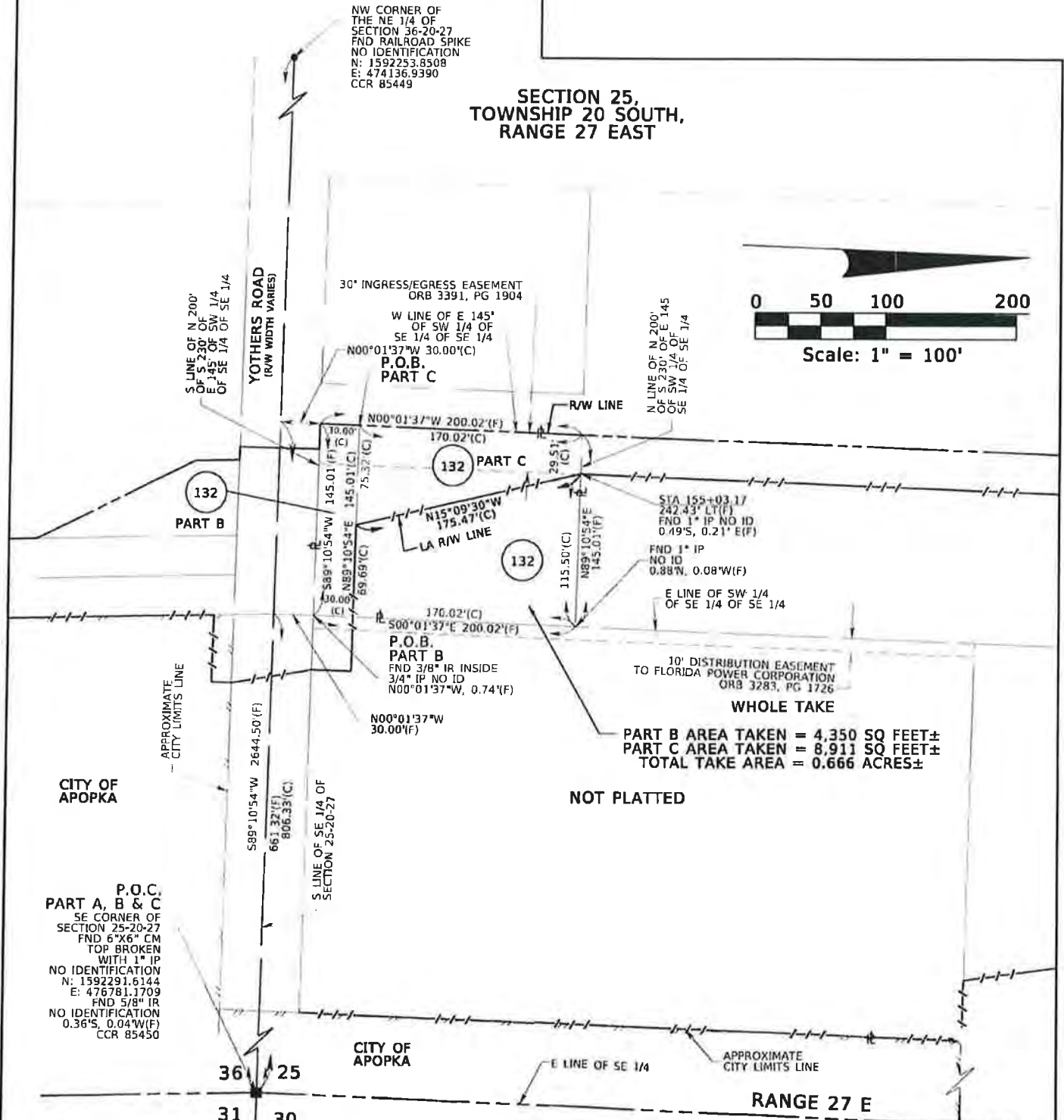
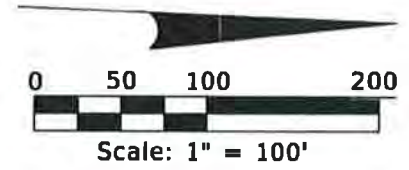
MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



WHOLE TAKE
PART B AREA TAKEN = 4,350 SQ FEET±
PART C AREA TAKEN = 8,911 SQ FEET±
TOTAL TAKE AREA = 0.666 ACRES±

P.O.C.
PART A, B & C
SE CORNER OF
SECTION 25-20-27
FND 6"X6" CM
TOP BROKEN
WITH 1" IP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36'S, 0.04'W(F)
CCR 85450

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

RANGE 27 E
RANGE 28 E
SHEET OF

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 30, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 132

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MAITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 134

PURPOSE: PART B RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 134 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 661.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 125.30 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 125.71 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°01'37" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 3,765 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 30, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 134**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

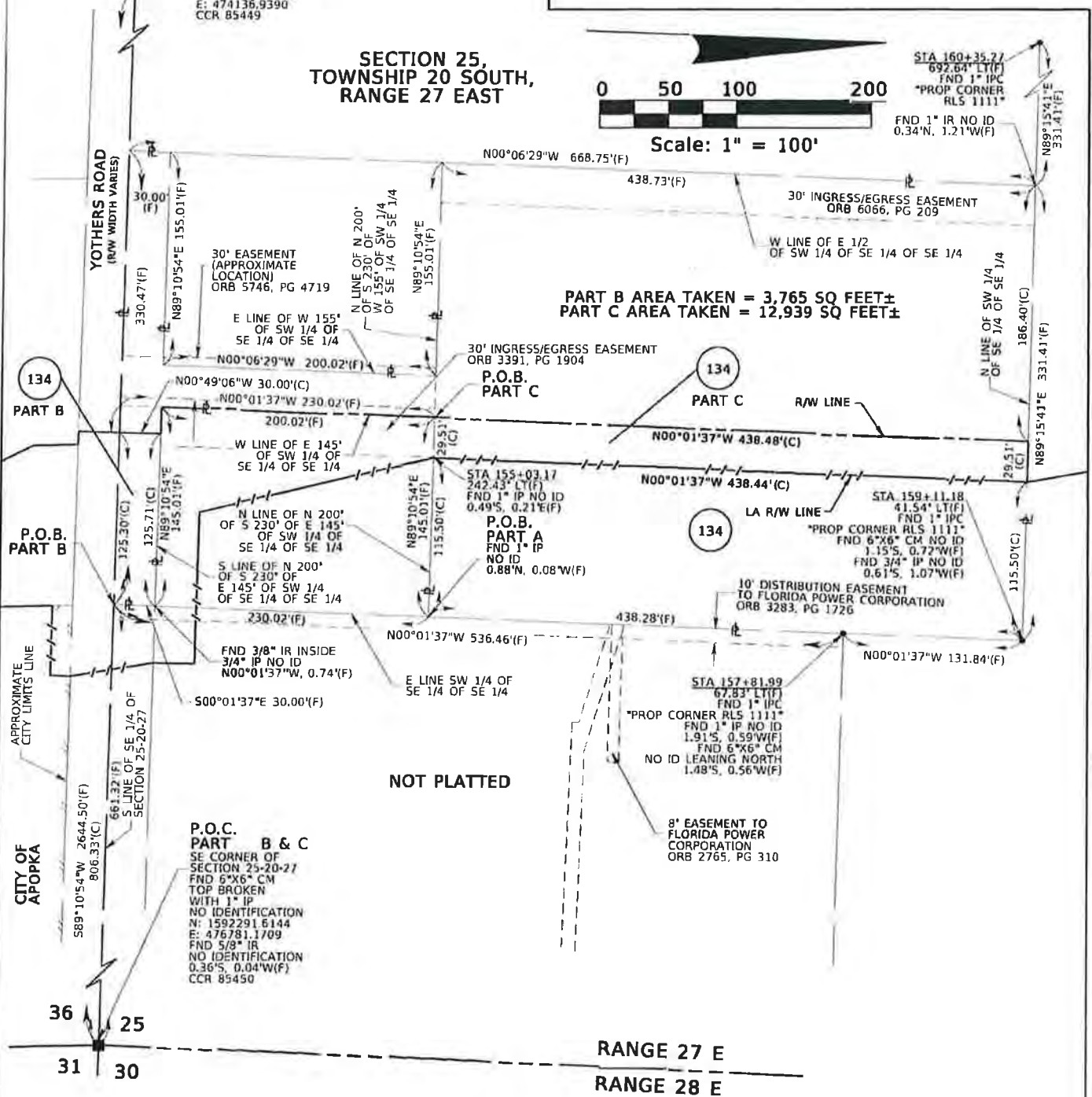
**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



Scale: 1" = 100'

STA 160+35.77
692.83' LT(F)
FND 1" IPC
*PROP CORNER
RLS 1111"
FND 1" IR NO ID
0.34'N, 1.21'W(F)

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 471136.9390
CCR 85449



**PART B AREA TAKEN = 3,765 SQ FEET±
PART C AREA TAKEN = 12,939 SQ FEET±**

NOT PLATTED

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 30, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 134**

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 142
PURPOSE: RIGHT OF WAY
TRANSFER TO THE CITY OF APOPKA
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.13 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 126.82 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°49'06" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 125.49 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 3,785 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 142**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

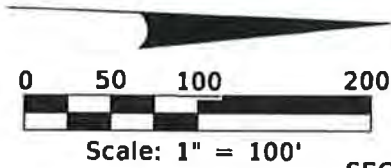
SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449

EASEMENT (BLANKET)
TO FLORIDA POWER CORPORATION
ORB 813, PG 268 & 275

FND 4"x4" CM
"LS 2494 PRM"
0.49'S, 0.01'W(F)
FND 3 1/2"x3 1/2" CM
W/ CAP "PLS 2511"
0.79'N, 0.36'W(F)

N00°49'06"W
30.00'(C)

142

YOTHERS ROAD
(R/W WIDTH VARIES)

S. LINE OF N 30'
OF NE 1/4

R/W LINE

S89°10'54"W 126.82'(C)

125.49'(C)

W LINE OF NE 1/4 OF
NE 1/4 OF NE 1/4

503°21'13"E
30.03'(F)

AREA TAKEN = 3,785 SQ FEET±

P.O.B.

LA R/W LINE

50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331
(NE 1/4 OF NE 1/4 OF SECTION 36-20-27)

APPROXIMATE
CITY LIMITS LINE

N. LINE OF NE 1/4
661.13'(F)

S89°10'54"W 2642.50'(F)

NOT PLATTED

P.O.C.,
NE CORNER OF
SECTION 36-20-27
FND 6"x6" CM
TOP BROKEN
WITH 1" IP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36'S, 0.04'W(F)
CCR 85450

CITY OF
APOPKA

E LINE OF SE 1/4

36 | 25

**SECTION 31, 31
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**RANGE 27 E
RANGE 28 E
SHEET
OF**

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 142**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 143
PURPOSE: PART B & PART C RIGHT OF WAY
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 143 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 51.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 47.18 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 1,481 SQUARE FEET, MORE OR LESS.

PARCEL 143 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°49'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 153.92 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 159.60 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 4,703 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449

FND 4"x4" CM
"LS 2494 PRM"
0.49'S, 0.01'W(F)
FND 3 1/2"x3 1/2" CM
W/ CAP "PLS 2511"
0.79'N, 0.36'W(F)

N03°21'13"W
30.03'(F)

W LINE OF NE 1/4
OF NE 1/4 OF NE 1/4

143

PART B

S89°10'54"W
51.53'(C)

N89°10'54"E
47.18'(C)

P.O.B.
PART B

LA R/W LINE

N11°31'44"W
30.53'(C)



Scale: 1" = 100'

PART B AREA TAKEN = 1,481 SQ FEET±
PART C AREA TAKEN = 4,703 SQ FEET±

APPROXIMATE
CITY LIMITS LINE

YOTHERS ROAD
(R/W WIDTH VARIES)

LA R/W LINE

FND 4"x4" CM
"PCP 2511"
N00°01'31"W, 0.35'(F)

E LINE OF W 300'
OF SE 1/4 OF SE 1/4

APPROXIMATE
CITY LIMITS LINE

511°31'44"E
30.53'(C)

143

PART C

50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331
(NE 1/4 OF NE 1/4 OF SECTION 36-20-27,
APPLIES TO PARTS A, B & C)

S LINE OF
N 30' OF NE 1/4

589°10'54"W 153.92'(C)

589°10'54"W 261.06'(C)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

589°10'54"W 264.50'(F)

NOT PLATTED

CITY OF
APOPKA

R/W LINE

P.O.B.
PART C

P.O.C.
PART A, B & C
NE CORNER OF
SECTION 36-20-27
FND 6"x6" CM
TOP BROKEN
WITH 1" IP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36'S, 0.04'W(F)
CCR 85450

N LINE OF NE 1/4
OF SECTION 36-20-27

E LINE OF SE 1/4

**SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**RANGE 27 E
RANGE 28 E**

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET OF

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MATLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 145

PURPOSE: PART B RIGHT OF WAY
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 145 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 613.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 47.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.28 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 1,330 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20 -10

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 145**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

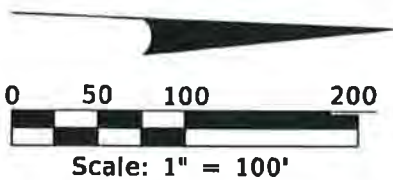
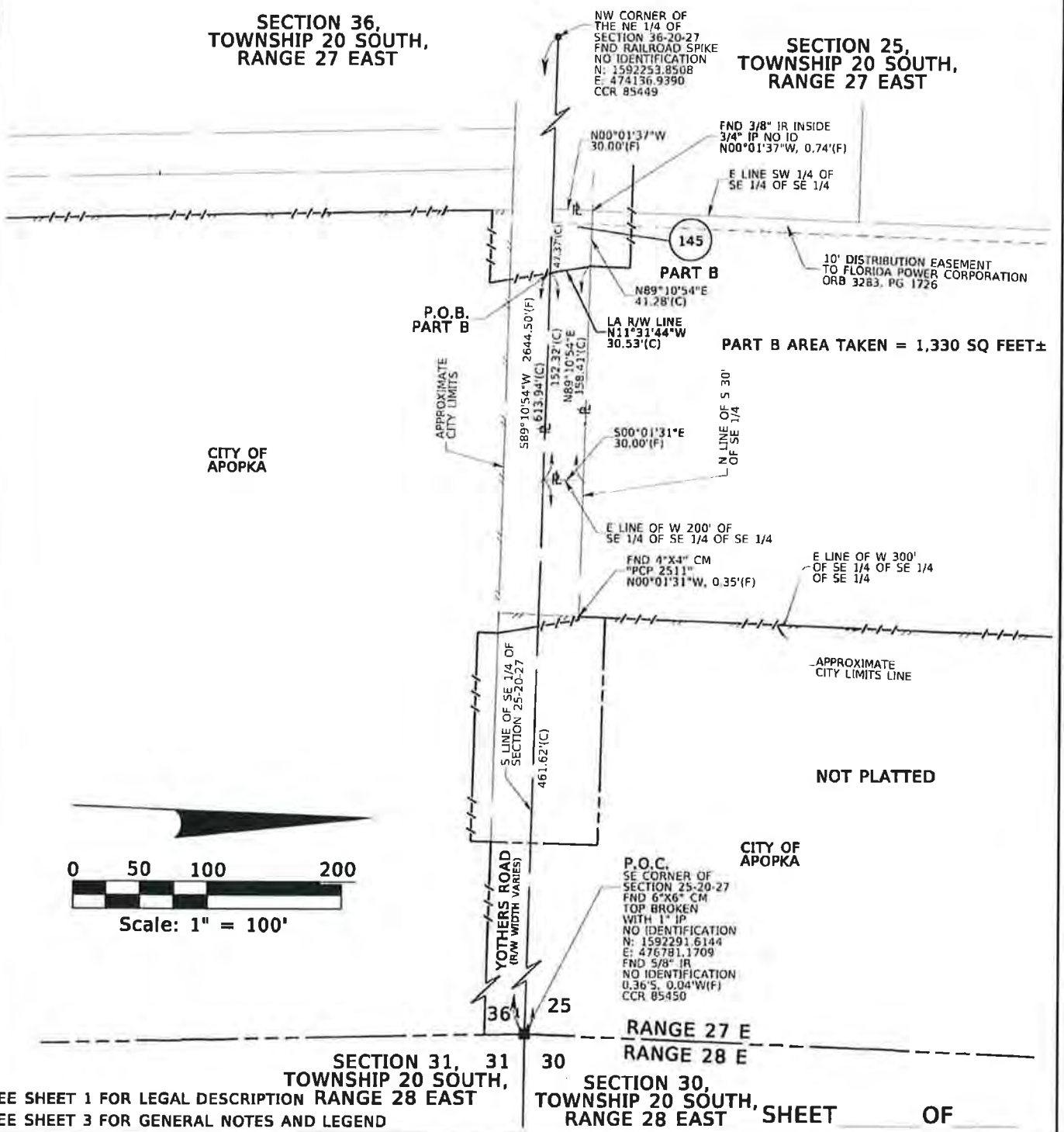
VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



SEE SHEET 1 FOR LEGAL DESCRIPTION RANGE 28 EAST
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SECTION 30, 31, 30, 31
TOWNSHIP 20 SOUTH,
RANGE 28 EAST SHEET OF

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 23, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 145

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "A3"

**QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS
OF PROPERTY FROM CFX TO CITY**

Prepared By:

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

Reserved for Recording

Wekiva Parkway Project 429-202
Parcels 122, 123, 135 (Joshua Ridge Lane)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT “1”

**Property Appraiser’s Parcel Identification Number:
Not Assigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project 429-202
Parcels 122, 123, 135 (Joshua Ridge Lane)

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- b) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- c) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Project 429-202
Parcels 122, 123, 135 (Joshua Ridge Lane)

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Signature

BY: _____
CHAIRMAN

Print Name

Date: _____

Second Witness:

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

**APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY**

By: _____
General Counsel

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Chairman of the Central Florida Expressway
Authority, who is personally known to me OR produced _____ as
identification.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

EXHIBIT "1"

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 122
PURPOSE: RIGHT OF WAY
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 661.13 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1289.97 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°26'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.07 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST, A DISTANCE OF 329.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 89°23'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 960.38 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 30 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.115 ACRES, MORE OR LESS.

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

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 122



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 337

MAITLAND, FLORIDA 32751

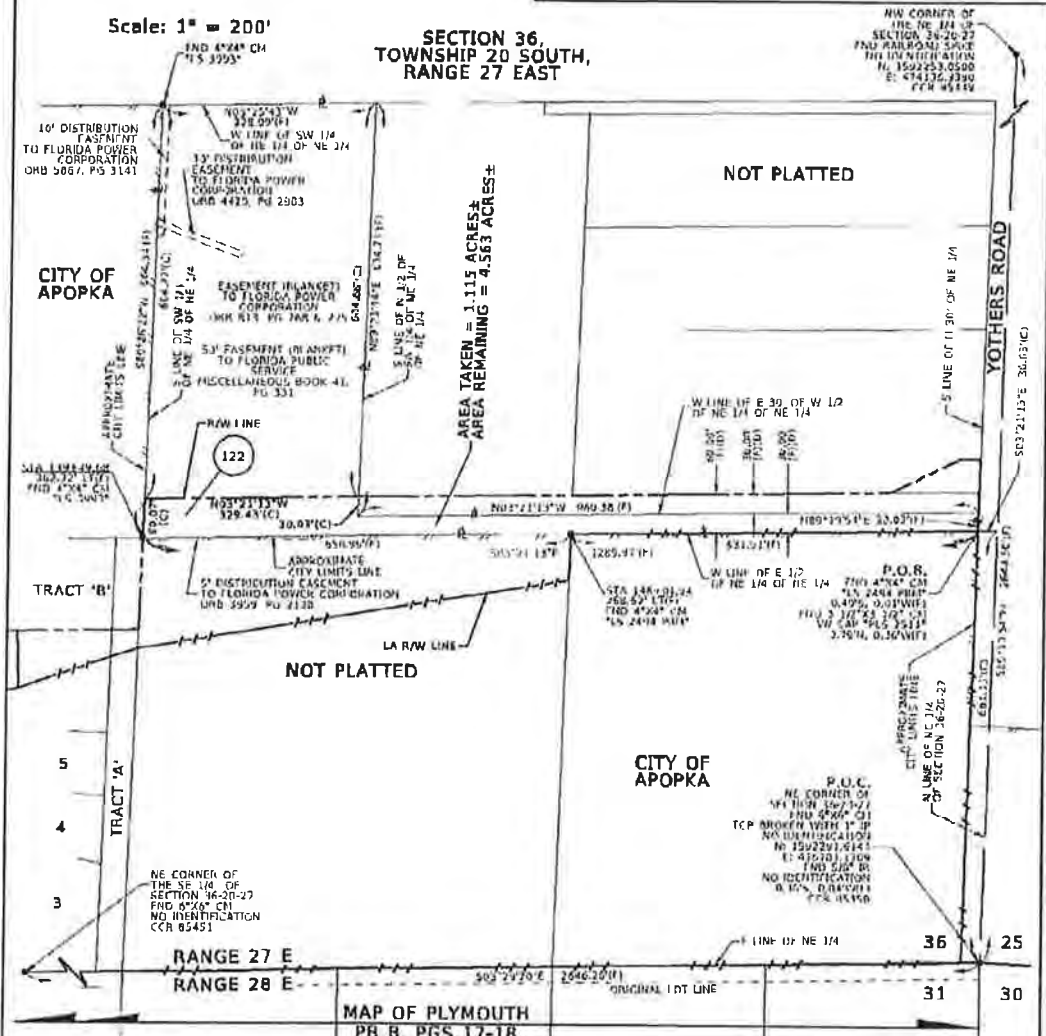
VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

Scale: 1" = 200'

**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



LOT 10	LOT 7	LOT 6	LOT 3	LOT 2
MAP OF PLYMOUTH PB B, PGS 17-18				
SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST				
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429 OCEA PROJECT NO. 429-202 PARCEL NO. 122		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHILL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660 8223 LAND SURVEYOR BUSINESS LICENSE NO. 6536
DATE: APRIL 25, 2013 PROJECT NO.: H20-D1 DRAWN: PMM CHECKED: JMS		SHEET 2 OF 3		

Wekiva Parkway - Section 429-202(1A), Parcel 122

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 123
PURPOSE: RIGHT OF WAY
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 691.15 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 960.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°23'44" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 960.26 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 30 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.661 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 123



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



Scale: 1" = 200'

**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449

10' DISTRIBUTION
EASEMENT
TO FLORIDA POWER
CORPORATION
ORB 5867, PG 3141

W LINE OF SW 1/4
OF NE 1/4 OF NE 1/4

N03°25'43"W
258.91'(F)
N89°21'07"E
20.02'(F)
503°26'01"E
70.08'(F)

FND 4"x4" CM
W/ CAP *PLS 2511*
FND 1/2" IRC
LS 3894
0.76'S, 1.55'E(F)

W LINE OF NW 1/4
OF NE 1/4 OF NE 1/4

NOT PLATTED

S LINE OF N 30' OF NE 1/4

**CITY OF
APOPKA**

10' DISTRIBUTION
EASEMENT
TO FLORIDA POWER
CORPORATION
ORB 4425, PG 2983

50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC
SERVICE
MISCELLANEOUS BOOK 41,
PG 331

EASEMENT (BLANKET)
TO FLORIDA POWER
CORPORATION
ORB 813, PG 268 & 275

FND 4"x4" CM
W/ CAP ILLEGIBLE
1.88'N, 0.03'E(F)

S LINE OF NW 1/4 OF
NE 1/4 OF NE 1/4

FND 5/8" IRC
LB 6724
0.61'N, 0.38'W(F)
FND 3 1/2"x3 1/2" CM
W/ CAP *PLS 2511*
0.86'N, 0.75'W(F)

W LINE OF E 60' OF W 1/2
OF NE 1/4 OF NE 1/4

R/W LINE 60.00' (F)(D)

30.00' (F)(D)

30.00' (F)(D)

123

630.83'(F) 960.26'(C) N89°10'54"E 30.03'(F)

30.03'(C) N03°21'13"W 503°21'13"E 960.38'(F)

P.O.B.
FND 1" IP
W/ CAP
BAMA LS 4243
0.07'N, 0.35'E(F)

TRACT 'B'

5' DISTRIBUTION EASEMENT
TO FLORIDA POWER CORPORATION
ORB 3959, PG 2138

APPROXIMATE
CITY LIMITS LINE

NOT PLATTED

AREA TAKEN = 0.661 ACRES±
AREA REMAINING = 4.534 ACRES±

**CITY OF
APOPKA**

W LINE OF E 30' OF W 1/2
OF NE 1/4 OF NE 1/4

APPROXIMATE
CITY LIMITS LINE

5

4

3

TRACT 'A'

NE CORNER OF
THE SE 1/4 OF
SECTION 36-20-27
FND 6"x6" CM
NO IDENTIFICATION
CCR 85451

P.O.C.
NE CORNER OF
SECTION 36-20-27
FND 6"x6" CM
TOP BROKEN WITH 1" IP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36'S, 0.04'W(F)
CCR 85450

RANGE 27 E
RANGE 28 E

S03°29'20"E 2646.26'(F)
ORIGINAL LOT LINE

36

25

**MAP OF PLYMOUTH
PB B, PGS 17-18**

LOT 10

LOT 7

LOT 6

LOT 3

BLOCK 0

LOT 2

SEE SHEET 1 FOR LEGAL DESCRIPTION

SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

**SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 123**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 125
PURPOSE: RIGHT OF WAY
TRANSFER TO THE CITY OF APOPKA

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 721.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 151.21 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 28°37'55" WEST, A DISTANCE OF 133.57 FEET TO A POINT; THENCE NORTH 03°21'13" WEST, A DISTANCE OF 32.96 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 57.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,252 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



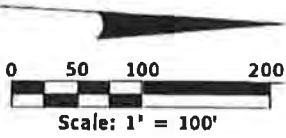
GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
2700 WESTMALL LANE
SUITE 127

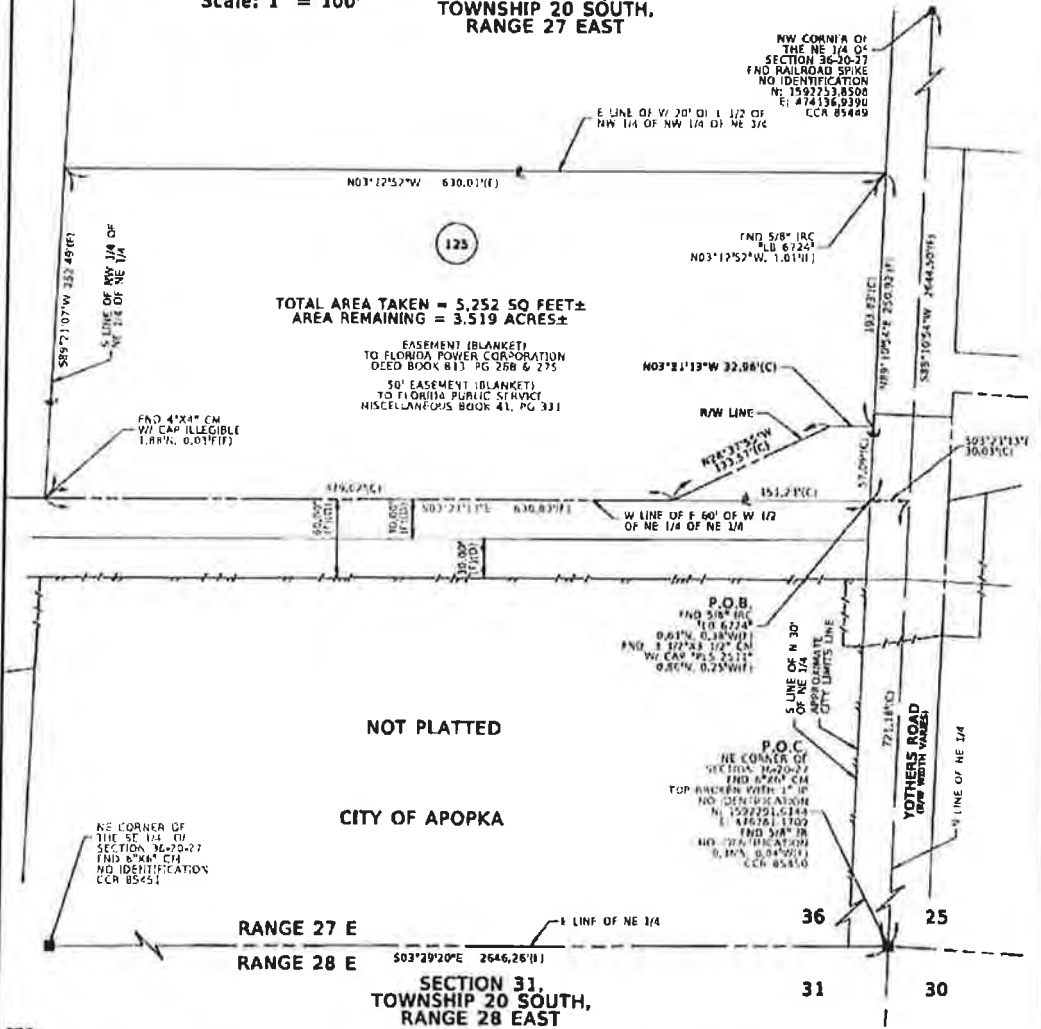
MAITLAND, FLORIDA 32751

VOICE: (407) 860-7372 FAX: 860-8273
LAND SURVEYOR BUSINESS LICENSE NO. 6356

SKETCH OF DESCRIPTION



SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 16, 2013
PROJECT NO.: M20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 8536

**EXHIBIT B.
QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS
OF PROPERTY FROM CITY TO CFX**

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

Reserved for Recording

Project 429-202 (involving Yothers Road)
Parcels 130 Part A, 143 Part A, 144, 145 Part A

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTOR”) and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT “1”
(hereinafter “the Property”)

Property Appraiser’s Parcel Identification Number: Not Assigned

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

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project 429-202 (involving Yothers Road)
Parcels 130 Part A, 143 Part A, 144, 145 Part A

and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

“GRANTOR”

CITY OF APOPKA

First Witness:

Signature

BY: _____
Mayor

Print Name

Date: _____

Second Witness:

ATTEST: _____
Recording Clerk

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, as Mayor of the City of Apopka, who is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Project 429-202 (involving Yothers Road)
Parcels 130 Part A, 143 Part A, 144, 145 Part A

EXHIBIT "1"

LEGAL DESCRIPTION

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 130
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY
PURPOSE: RIGHT OF WAY TRANSFER CITY OF APOPKA TO CFX
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 130 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 132 FEET AND LESS THE WEST 300 FEET OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 352.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 8.74 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2.65 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 171 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20 -10

DRAWN: PMM CHECKED: JMS

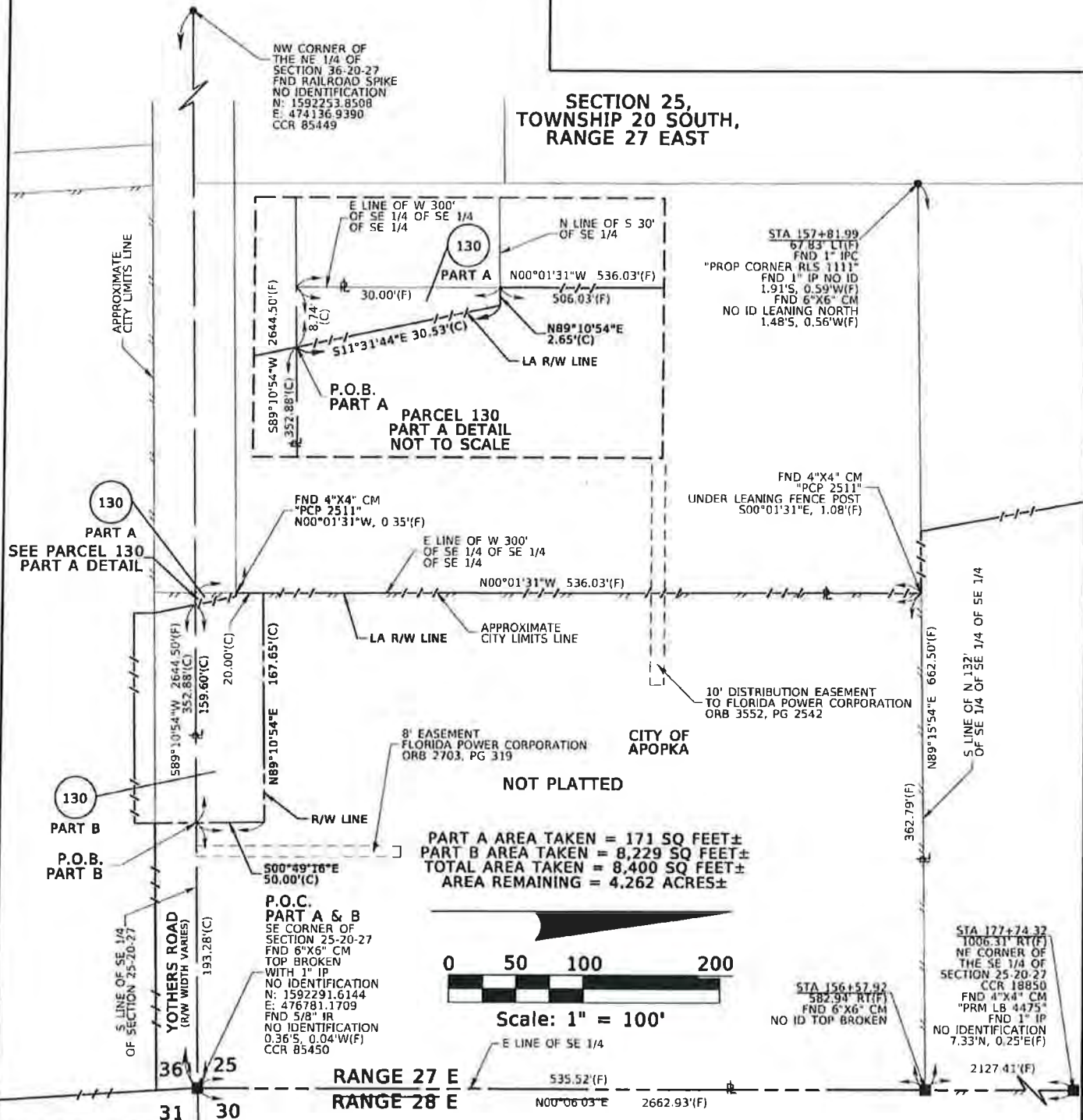
**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 130**



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET _____ OF _____

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 23, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 130

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 143
PURPOSE: RIGHT OF WAY TRANSFER CITY OF APOPKA TO CFX
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 143 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 352.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 11°31'44" EAST, A DISTANCE OF 30.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 261.06 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON AFORESAID NORTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 261.06 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 7,832 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143**



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449

FND 4"x4" CM
"LS 2494 PRM"
0.49'S, 0.01'W(F)
FND 3 1/2"x3 1/2" CM
W/ CAP "PLS 2511"
0.79'N, 0.36'W(F)

N03°21'13"W
30.03'(F)

W LINE OF NE 1/4
OF NE 1/4 OF NE 1/4

143

PART B

S89°10'54"W
51.53'(C)

N89°10'54"E
47.18'(C)

P.O.B.
PART B

LA R/W LINE

N11°31'44"W
30.53'(C)



Scale: 1" = 100'

PART A AREA TAKEN = 7,832 SQ FEET±
PART B AREA TAKEN = 1,481 SQ FEET±
PART C AREA TAKEN = 4,703 SQ FEET±

143

PART A

S11°31'44"E
30.53'(C)

143

PART C

50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331
(NE 1/4 OF NE 1/4 OF SECTION 36-20-27,
APPLIES TO PARTS A, B & C)

S LINE OF
NE 1/4

N 30' OF NE 1/4

S89°10'54"W
153.92'(C)

159.60'(C)

S89°10'54"W
2644.50'(F)

352.88'(C)

193.28'(C)

S00°49'06"E
30.00'(C)

R/W LINE

P.O.B.
PART C

P.O.C.
PART A, B & C
NE CORNER OF
SECTION 36-20-27
FND 6"x6" CM
TOP BROKEN
WITH 1" IP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36'S, 0.04'W(F)
CCR 85450

N LINE OF NE 1/4
OF SECTION 36-20-27

E LINE OF W 300'
OF SE 1/4 OF SE 1/4
OF SE 1/4

APPROXIMATE
CITY LIMITS LINE

NOT PLATTED

CITY OF
APOPKA

**SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**RANGE 27 E
RANGE 28 E**

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 144
PURPOSE: RIGHT OF WAY TRANSFER CITY OF APOPKA TO CFX
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 361.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO A POINT ON AFORESAID EAST LINE OF WEST 300 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 144**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

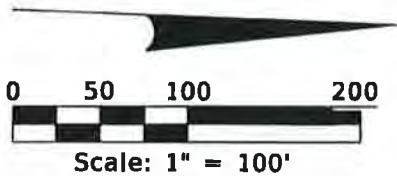
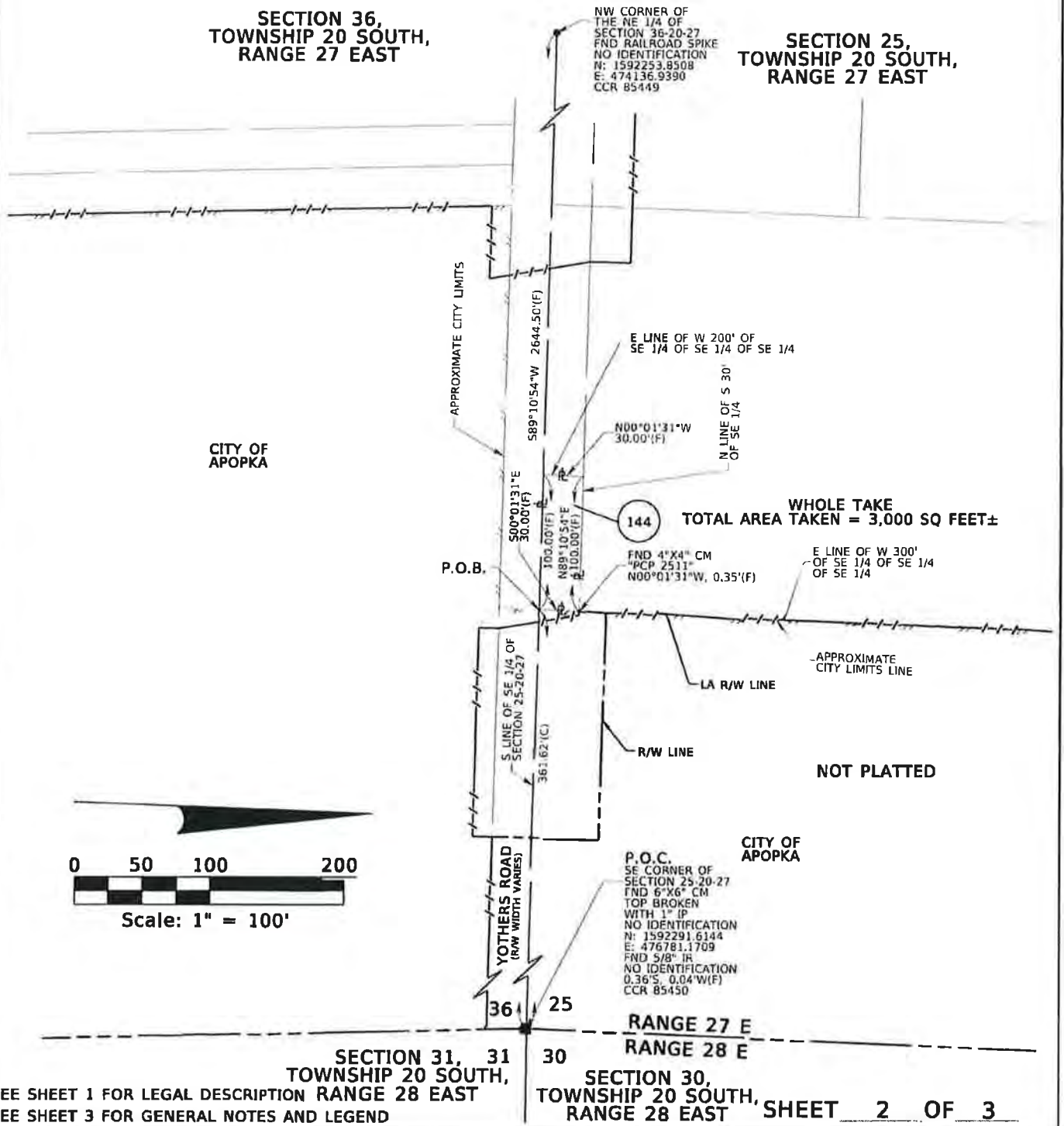
VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST** SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
DATE: MAY 23, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 144**

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
2700 WESTMALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 145
PURPOSE: RIGHT OF WAY TRANSFER CITY OF APOPKA TO CFX
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 145 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 461.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 200 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°10'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.32 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 11°31'44" WEST, A DISTANCE OF 30.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 158.41 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'31" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 4,661 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013
PROJECT NO.: H20 -10
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 145

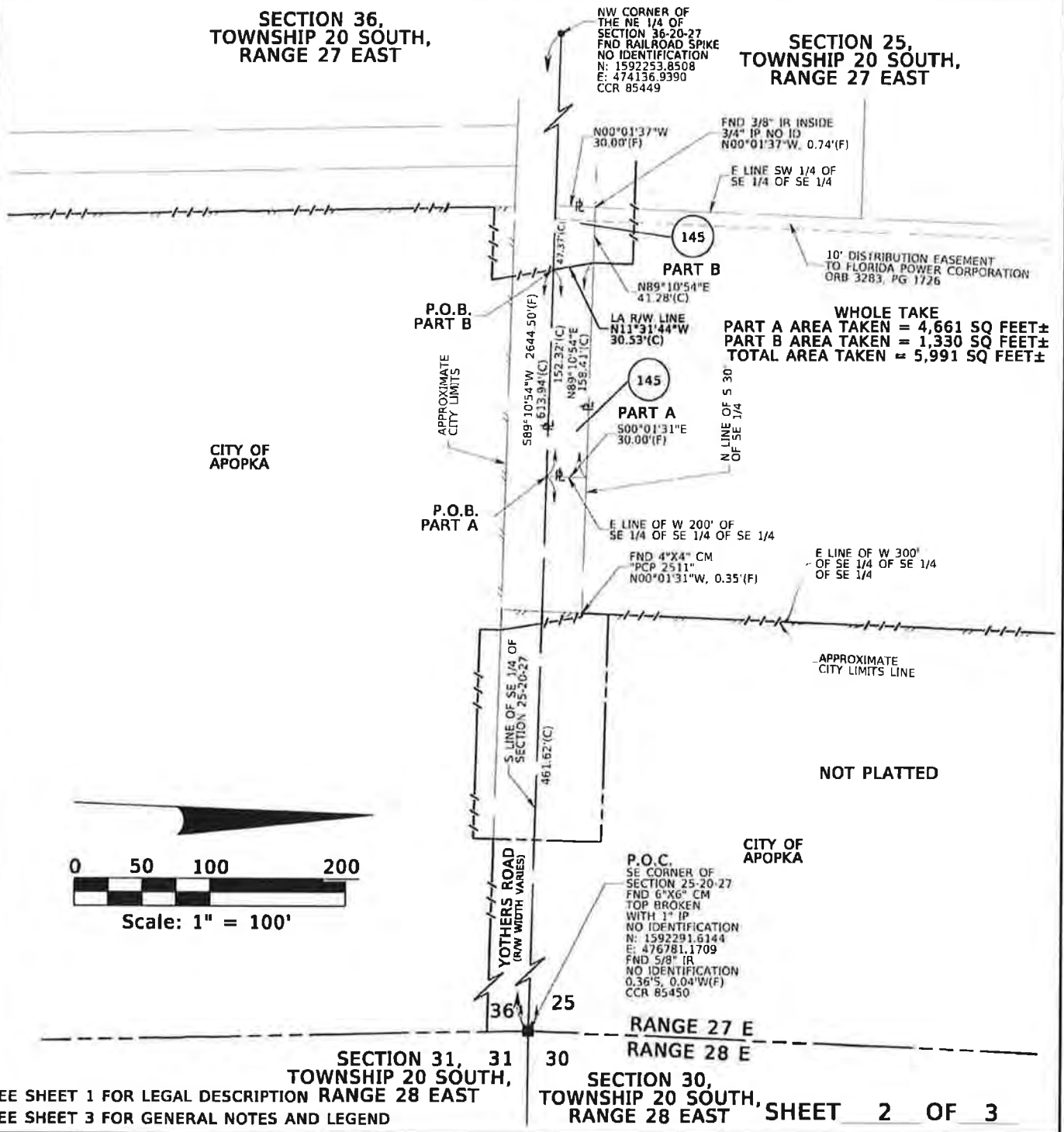


GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

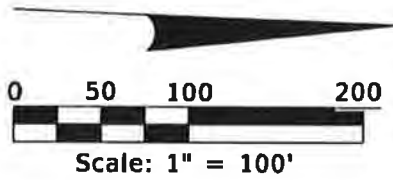


WHOLE TAKE
PART A AREA TAKEN = 4,661 SQ FEET±
PART B AREA TAKEN = 1,330 SQ FEET±
TOTAL AREA TAKEN = 5,991 SQ FEET±

CITY OF AOPKA

CITY OF AOPKA

NOT PLATTED



SEE SHEET 1 FOR LEGAL DESCRIPTION RANGE 28 EAST
 SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST** SHEET **2** OF **3**

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 DATE: MAY 23, 2013
 PROJECT NO.: H20-01
 DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 145

 **GEODATA CONSULTANTS, INC.**
 SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MAITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

**EXHIBIT C.
DETAILED MAINTENANCE FUNCTIONS**

1. Local Road Bridge over CFX Expressway System

a) CFX Responsibility

- i) Bridge structure per se, including bridge deck and approach slabs
- ii) Ramp pavement to intersection with Local Road edge of pavement
- iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
- iv) Bridge underdeck and ramp lighting
- v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
- vi) Ramp maintenance to Local Road edge of pavement

b) Local Agency Responsibility

- i) Local Road maintenance up to bridge approach slabs
- ii) Embankment/sideslopes to CFX limited-access ("L/A") right-of-way fence
- iii) Signalization, guard rails, jurisdictional signage and bridge lighting above deck, if applicable
- iv) **Non- CFX** Utilities facilities within CFX right-of-way
- v) Local Road drainage structures and systems to CFX or Local Road ponds
- vi) Cleaning/sweeping, pavement markings for Local Roads and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

a) CFX Responsibility

- i) Bridge structure per se, including bridge deck and approach slabs
- ii) Ramp pavement to intersection with Local Road edge of pavement
- iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
- iv) Bridge underdeck and ramp lighting
- v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
- vi) Ramp maintenance to Local Road edge of pavement

b) Local Agency Responsibility

- i) Local Road maintenance
- ii) Local Road within Local right-of-way, including pavement, pavement markings, sidewalks, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line, retaining wall or fence
- iii) Embankment/sideslopes to CFX L/A right-of-way fence
- iv) Signalization, guard rails, jurisdictional signage and Local Road lighting
- v) **Non- CFX** Utilities facilities within Local Road right-of-way
- vi) Local Road drainage structures and systems to CFX or Local Road retention area
- vii) Cleaning/sweeping, pavement markings for Local Roads and sidewalks, if applicable.

3. Canals/Waterways originating or extending beyond CFX Right-of-Way.

- a) CFX Responsibility
 - i) Structural integrity of headwalls and structure within CFX right-of-way
 - ii) Bridge structure per se, including bridge deck and approach slabs
 - iii) Rip-rap
- b) Local Agency Responsibility
 - i) Canal and banks beyond head walls within Local Agency right-of-way
 - ii) Open flow channel under CFX

4. Canals/Waterways within CFX Right-of-Way

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Waterway/channel within CFX right-of-way
 - iii) Rip-rap
- b) Local Agency Responsibility: None

5. Detention/Retention Ponds and Structures

- a) CFX Responsibility
 - i) CFX assigned ponds and CFX drainage structures within L/A right-of-way handling CFX water
 - ii) Drainage structures and systems in CFX right-of-way conveying water across Expressway
- b) Local Agency Responsibility
 - i) Local Agency assigned ponds and Local Agency drainage structures and systems handling Local Road water
 - ii) Drainage structures in Local Road right-of-way feeding into CFX ponds/right-of-way

6. Utilities

- a) CFX Responsibility: None
- b) Local Agency Responsibility: Water and wastewater mains in CFX L/A right-of-way
- c) General: Non- CFX utilities in public or L/A right-of-way are the responsibility of the utility company

7. Roadways

- a) CFX Responsibility: All facilities within CFX L/A right-of-way, except as noted.
- b) Local Agency Responsibility: All facilities within Local Road right-of-way, except as noted.

EXHIBIT D. MAINTENANCE RESPONSIBILITY
 (See Exhibit C for the Detail Maintenance Functions)

Location	City Responsibility	CFX Responsibility
Yothers Road over S.R. 429	1b	1a
Yothers Road	7b	
Joshua Ridge Lane	7b	
S.R. 429 over Kelly Park Road	2b	2a
Kelly Park Road	7b	
Pond KP-1A	5b	
Pond KP-1B	5b	

EXHIBIT E. EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES

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

For Recording Purposes Only

Project 429-203 (Kelly Park Road)

This document is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES

THIS EASEMENT AGREEMENT is executed this _____ day of _____, 2018, by the **CITY OF AOPKA**, a Florida Municipal Corporation existing under the laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703 (“Grantor” or “City”) to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“Grantee” or “CFX”).

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“Expressway System”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Wekiva Parkway Project 429-202 and Project 429-203 are s completed, and both parties desire title to the local roads and related facilities to vest in the City, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, in conjunction with this Easement Agreement, the parties have entered or will enter into a separate Right of Way Transfer and Continuing Maintenance Agreement ("Maintenance Agreement") addressing, in part, each party's maintenance responsibilities with respect to the property identified therein; and

WHEREAS, the property that is the subject of this Easement Agreement involves the expressway bridges, ramps, columns, fencing, signage, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through local road right-of-way within or soon to be within the jurisdictional limits of the City as known as more particularly described in **Exhibit "1"** attached hereto; and

WHEREAS, the City desires to formally grant to CFX certain easements for the operation, maintenance, expansion, or removal of Expressway Facilities on, over and under the load road right-of-way.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Easement Agreement are true and correct and are incorporated herein by this reference.

2. **Grant of Easement for Expressway Facilities.** The City hereby grants and conveys to CFX and its successors and assigns, perpetual, exclusive easements for the Expressway Facilities over the local road right-of-way described in **Exhibit "1"**, referred to as "Easement Property," including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove all or part of the Expressway Facilities over, through, across, and under the Easement Property. In addition, the City hereby grants and conveys to CFX and its successors and assigns, a perpetual, non-exclusive easement for limited-access fences, signs and related structures and facilities, including the right to access, install, construct, use, operate, maintain, alter, improve, repair replace, renew, expand, and remove on, over, through, across, and under the Easement Property. Further, when the City obtains additional portions of local right-of-way within the footprint of the Easement Property, the Easement Property shall encompass the additional portion of the City's road right-of-way. The City or its successors in interest shall be entitled to make reasonable use of the Easement Property for local right-of-way not inconsistent with CFX's use; provided, any use by the City of the Easement Property shall not in any manner adversely affect the exercise of CFX's rights hereunder, use or enjoyment of the Easement Property. The City expressly agrees for itself and its successors and assigns, to refrain from any use of the Easement Property which would

interfere with the Expressway Facilities or the Expressway System, or otherwise constitute a hazard for the Expressway Facilities or Expressway System.

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

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: Mayor

Copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: City Attorney

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

4. **Modification.** This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

5. **Successors and Assigns.** All easements contained herein shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of the City and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Easement Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement

accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

7. **No Public Rights.** This instrument is not intended to, and shall not, create any rights in favor of the general public.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

For Recording Purposes Only

IN WITNESS WHEREOF, the City has caused this Easement Agreement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

CITY OF APOPKA, a Florida Municipal Corporation existing under the laws of the State of Florida.

(Print Name)

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

(Print Name)

Approved as to form and legality for the execution by a signatory of the City of Apopka

Legal Counsel:
By: _____
Print: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Apopka, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Apopka.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

For Recording Purposes Only

IN WITNESS WHEREOF, the Central Florida Expressway Authority has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

“GRANTEE”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, an agency of the State of
Florida

Print Name: _____

By: _____
Chairman

Print Name: _____

Attest: _____
Executive Secretary

APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He/She is personally known to me.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

EXHIBIT "1"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
ESTATE: PERPETUAL EASEMENT

LEGAL DESCRIPTION:

PARCELS OF LAND LYING IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Twenty (20) feet beyond the outermost perimeters of the existing bridges ("Expressway Bridges") at the crossings of State Road 429 over:

- a) Kelly Park Road

TERMS OF PERPETUAL EASEMENT


1. CFX has a perpetual easement on and over the above-described property, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
2. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to restrict the height or structures, objects of natural growth and other obstructions on the described real property so as not to interfere with or impede the Expressway Bridges.
3. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to prevent any use of the above described real property which would interfere with one or more Expressway Bridges, or otherwise constitute a hazard for any Expressway Bridge.

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: June 6, 2019

RE: Second Amendment to Purchase and Sale Agreement between Virgin Trains USA Florida LLC ("Virgin Trains"), Greater Orlando Aviation Authority ("GOAA"), City of Orlando ("City"), and Central Florida Expressway Authority ("CFX"), collectively ("the Parties"), State Road 528, Project 528-1240

OVERVIEW

Virgin Trains has proposed an Alternate Technical Concept to GOAA that, if approved, will eliminate the need for GOAA to acquire the Cargo Road Ramp property from CFX and CFX's need for Easement Parcel 801, as described in the Purchase and Sale Agreement dated November 21, 2018, as amended on January 15, 2019 ("the Agreement"). The Agreement includes a second conveyance from GOAA and City to CFX of a strip of property along S.R. 528, referred to as the 528 Ramp Property, which will not be impacted by the Alternate Technical Concept. As a result, the parties desire to extend the deadline for the closing and to bifurcate the closing to allow for the sale of the 528 Ramp Property and the granting of Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 from GOAA and City to CFX (the "First Closing") to occur prior to and separate from CFX's sale of the Cargo Road Ramp Property to GOAA and City, and the granting of Easement Parcel 801 from GOAA and City to CFX (the "Second Closing"). Further, in the event that the Alternate Technical Concept is approved, the Second Closing will not occur.

For the reasons described above, the Second Amendment extends the deadline for the First Closing from July 1, 2019 to October 1, 2019, untethers the two conveyances, extends the deadline for the Second Closing to December 31, 2019, and allows the Second Closing to be terminated, all as more fully described in the Second Amendment.

REQUESTED ACTION

We respectfully request that the CFX Board approve the attached Second Amendment to the Purchase and Sale Agreement between Virgin Trains USA Florida LLC, Greater Orlando Aviation Authority, City of Orlando, and Central Florida Expressway Authority.

BACKGROUND INFORMATION

Virgin Trains is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the "Rail Project"). As set forth in the Agreement, GOAA and City shall sell and convey title to the 528 Ramp Property to CFX, CFX shall sell and convey title to the Cargo Road Ramp Property to GOAA and City, GOAA and City shall grant Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 and Virgin Trains shall fund the transactions. The 528 Ramp Property to be conveyed to CFX is depicted in the aerial below and extends the southern limited-access line of the eastbound exit ramp from S.R. 528 onto Narcoossee Road.



The Cargo Road Ramp Property to be conveyed to GOAA and City is highlighted in magenta in the aerial below. It is 0.229 acres and is for the relocation of Cargo Road.



Project 528-1240
June 6, 2019
Page 3 of 3

ATTACHMENTS

- A. Proposed Second Amendment to Purchase and Sale Agreement
- B. First Amendment to Purchase and Sale Agreement
- C. Purchase and Sale Agreement

Reviewed by:

Joseph Hession

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT ("Second Amendment") is made and entered into as of the ___ day of _____, 2019, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 ("CFX"), the **CITY OF ORLANDO** (the "City"), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, and **VIRGIN TRAINS USA FLORIDA LLC**, a Delaware limited liability company (f/k/a Brightline Trains LLC (f/k/a All Aboard Florida - Operations LLC)), authorized to conduct business in Florida, with a principal address 2855 Lejeune Road, 4th Floor, Coral Gables, FL 33134 ("Rail Company"). GOAA, CFX, City and Rail Company are sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Rail Company has changed its name from All Aboard Florida – Operations LLC to Brightline Trains LLC and then to Virgin Trains USA Florida LLC, with no change to its legal status or its U.S. federal tax identification number or need for an assignment of contracts;

WHEREAS, Rail Company is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the "Rail Project" or " Project");

WHEREAS, the Parties previously entered into a Purchase and Sale Agreement dated November 21, 2018, as amended by that certain First Amendment to Purchase and Sale Agreement dated January 15, 2019 (as amended, the "Agreement") formalizing the terms and conditions whereby GOAA and City shall sell and convey title to the 528 Ramp Property to CFX, CFX shall sell and convey title to the Cargo Road Ramp Property to GOAA and City, GOAA and City shall grant easements to CFX in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 (the "Easement Parcels") and Rail Company shall fund the transactions;

WHEREAS, the Agreement states that the Closing at which CFX shall acquire said interest in the 528 Ramp Property and the Easement Parcels and GOAA and City shall acquire said interest in the Cargo Road Ramp Property should occur on or before July 1, 2019, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively;

WHEREAS, Rail Company has proposed an Alternate Technical Concept to GOAA that, if approved, will eliminate need for the Cargo Road Ramp Property and, as a result, CFX's

need for a drainage easement in Easement Parcel 801; and

WHEREAS, the parties desire to extend the deadline for, and bifurcate the Closing, as defined in the Agreement, to allow for the sale of the 528 Ramp Property and the granting of easements in Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 from GOAA and City to CFX (the "First Closing") to occur prior to and separate from CFX's sale of the Cargo Road Ramp Property to GOAA and City, and GOAA and City granting the easement in Easement Parcel 801 to CFX (the "Second Closing"), all in accordance with the terms and conditions set forth in the Agreement, as modified by this Second Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, CFX, Rail Company, GOAA, and City hereby covenant and agree as follows:

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

2. Name Change. Effective as of May 30, 2018, All Aboard Florida - Operations LLC changed its legal name to Brightline Trains LLC and, effective as of March 21, 2019, Brightline Trains LLC changed its legal name to Virgin Trains USA Florida LLC, a Delaware limited liability company, with no other changes to the Federal Tax Identification Number (FEIN), corporate business address, or legal status; provided however, Virgin Trains USA Florida LLC changed its business address to 161 NW 6th Street, Miami, Florida 33136.

3. Appraisal and Purchase Price. Paragraph 6 with the heading "Appraisal and Purchase Price," shall be modified as follows:

- a. Under subparagraph 6(a), entitled "528 Ramp Property," the third sentence shall be modified as shown by the below strike-out:

The CFX Appraisal shall utilize the FAA's definition of Fair Market Value and ~~said CFX Appraisal~~ is subject to FAA approval ~~and CFX approval~~.

- b. Under subparagraph 6(b), entitled "Cargo Road Ramp Property," the third sentence shall be modified as shown by the below strike-out:

The GOAA and City Appraisal shall utilize the FAA's definition of Fair Market Value and ~~said GOAA and City Appraisal~~ is subject to ~~FAA approval~~ and CFX approval.

- c. Under subparagraph 6(c), entitled "Easement Parcels," the third sentence shall be modified as shown by the below strike-out:

The Easement Appraisals shall utilize the FAA's definition of Fair Market Value and ~~said Easement Appraisals~~ are subject to FAA approval ~~and CFX approval~~.

- d. Subparagraph 6(d) entitled "Set-off" will be deleted in its entirety and replaced

with the following:

(d) Purchase Price. At the First Closing, Rail Company shall pay the 528 Ramp Property Purchase Price to GOAA, and the purchase price for Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 to GOAA. At the Second Closing, if applicable, Rail Company shall pay the Cargo Road Purchase Price to CFX and the purchase price for Easement Parcel 801 to GOAA.

4. Closing. The First Closing, as defined above, shall occur on or before October 1, 2019 (the "First Closing Date"), subject to the satisfaction of the conditions precedent as set forth in the Agreement, including obtaining the required Deed of Release from the FAA, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively. The Second Closing, as defined above, is subject to GOAA's approval of the Alternative Technical Concept. If GOAA rejects the Alternative Technical Concept, the Second Closing shall occur on or before December 31, 2019 (the "Second Closing Date"), subject to the satisfaction of the conditions precedent, including obtaining the required Deed of Release from the FAA as to Easement Parcel 801, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively. In the event that GOAA rejects the Alternative Technical Concept, but the Second Closing does not occur on or before the Second Closing Date, as may be extended, then CFX's obligation to sell and convey the Cargo Road Ramp Property to GOAA and the City, and GOAA and City's obligation to grant the easement in Easement Parcel 801 to CFX shall automatically terminate and the Agreement shall be modified as set forth below in subparagraphs 5(a) through 5(l).

5. Alternative Technical Concept. The Parties agree that if GOAA approves the Alternative Technical Concept proposed by the Rail Company for an alternate Cargo Road Ramp Configuration, then: (i) GOAA shall give CFX and Rail Company notice within ten (10) days of such approval; (ii) CFX shall not sell or convey the Cargo Road Ramp Property to GOAA and City; (iii) GOAA and City shall not grant the easement in Easement Parcel 801 to CFX; and (iv) the provisions of the Agreement related thereto will no longer be operative or will be modified as follows:

- a. The definition of "Easement Parcels" shall be modified to exclude Easement Parcel 801, and the definition of the "Property" shall be modified to exclude Easement Parcel 801 and the Cargo Road Ramp Property.
- b. Paragraph 3 entitled "Agreement to Convey Cargo Road Ramp Property" will be deleted.
- c. Under Paragraph 6 with the heading "Appraisal and Purchase Price," subparagraph 6(b) entitled "Cargo Road Ramp Property" will be deleted, except that Rail Company will remain responsible for the costs and expenses incurred pursuant to this subparagraph.
- d. Under Paragraph 9 with the heading "Evidence of Title," subparagraph 9(b) entitled "Cargo Road Ramp Property" shall be deleted, except that Rail Company

will remain responsible for the costs and expenses incurred pursuant to this subparagraph.

- e. Under Paragraph 9 with the heading "Evidence of Title," subparagraph 9(c) "As-Is Conveyance" shall be deleted.
- f. Under Paragraph 10 with the heading of "Closing Date, Closing Procedures and Requirements," subparagraphs 10(c) entitled "Conveyance of Title for Cargo Road Ramp Property" and 10(e) entitled "Conveyance of Possession of Cargo Road Ramp Property" shall be deleted.
- g. Under Paragraph 10 with the heading of "Closing Date, Closing Procedures and Requirements," subparagraph 10(g) entitled "Prorating of Taxes and Assessments" shall be modified by deleting "Cargo Road Ramp Property" as shown by the strike-out below:

(g) Prorating of Taxes and Assessments. Rail Company shall pay all taxes, assessments, and charges applicable to the ~~Cargo Road Ramp Property~~, 528 Ramp Property and the Easement Parcels, if any, for all years through the Closing Date.

- h. Under Paragraph 10 with the heading of "Closing Date, Closing Procedures and Requirements," subparagraph 10(h) entitled "Closing Costs" shall be modified by deleting the third sentence as shown by the strike-out below:

(h) Closing Costs. Rail Company shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the deeds and easements, if any, relating to the purchase and sale of the Properties (provided, that the Parties shall cooperate in good faith to evidence and confirm all applicable exemptions from said taxes); (ii) the cost of recording the deeds and easements for Properties; (iii) all costs pertaining to the Commitments, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX, the City and GOAA including but not limited to the ALTA 9-06 Endorsement (commonly known as the "Florida Form 9"), and all costs related to the issuance of the Commitments and any title insurance policy insuring title to the Properties or any portion thereof; (iv) all of the costs and expenses associated with the surveying of the Properties and preparation of the legal descriptions and sketch of descriptions thereof; and (v) all costs of CFX and the City and GOAA's due diligence inspections of the Property. For the 528 Ramp Property and Easement Parcels, GOAA shall pay: (i) all costs of recording corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(a) above. GOAA shall pay the costs associated with obtaining the Deed of Release from the Federal Aviation Administration ("FAA"). ~~For the Cargo Road Ramp Property, Rail Company shall pay all costs of recovering corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(b) above.~~ Each party shall pay its own attorneys' fees and costs in connection with this Agreement and the Closing, with the

exception that Rail Company shall also pay the fees and costs of attorneys representing CFX in connection with this Agreement and the Closing. All other costs incurred at Closing shall be borne by the Rail Company.

- i. Paragraph 13 with the heading "Warranties and Representations by CFX" shall be deleted in its entirety.
- j. Paragraph 24 with the heading "Release for Cargo Road Ramp Property" shall be deleted in its entirety.
- k. Paragraph 29 with the heading "Warranties and Representations of Rail Company" shall be modified as shown by the strike-out below.

29. **Warranties and Representations of Rail Company.** To induce CFX to enter into this Agreement and to purchase the 528 Ramp Property and to induce City and GOAA to enter this Agreement, ~~and to purchase the Cargo Road Ramp Property~~ the Rail Company, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of the Rail Company's knowledge:

- 1. Under Paragraph 29 with the heading "Warranties and Representations of Rail Company," subparagraph 29(d) shall be deleted.

6. **Ratification.** Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

7. **Counterparts; Email Signatures.** This Second Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this Second Amendment, any of the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[SIGNATURE PAGES TO FOLLOW]

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

“CITY”

CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

ATTEST:

By: _____

Printed Name: _____

Title: _____

[Official Seal]

By: _____

Printed Name: _____

Title: _____

Date: _____

**APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND RELIANCE OF THE CITY OF
ORLANDO, ONLY, THIS ___ DAY OF
_____, 2019.**

By: _____

City Attorney
Roy Payne

**“GOAA”
GREATER ORLANDO AVIATION AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2019

APPROVED AS TO FORM AND LEGALITY this
____ day of _____, 2019, for the use and
reliance by the GREATER ORLANDO AVIATION
AUTHORITY, only.
Marchena and Graham, P.A., General Counsel.

By: _____
Marchena and Graham, P.A.

**“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida**

ATTEST:

Regla (“Mimi”) Lamuate
Board Services Coordinator

By: _____
Laura Kelley, Executive Director

Date: _____, 2019

**APPROVED AS TO FORM AND LEGALITY FOR
USE AND RELIANCE BY THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.**

By: _____

Print Name: _____

Date: _____, 2019

**"RAIL COMPANY"
VIRGIN TRAINS USA FLORIDA LLC**

ATTEST:

Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____
Dated: _____, 2019

WITNESSES:

Print Name: _____

Print Name: _____

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT ("First Amendment") is made and entered into as of the 15th day of January, 2018, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 ("CFX"), the **CITY OF ORLANDO** (the "City"), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, and **ALL ABOARD FLORIDA - OPERATIONS LLC**, a Delaware limited liability company authorized to conduct business in Florida, with a principal address 2855 Lejeune Road, 4th Floor, Coral Gables, FL 33134 ("RAIL COMPANY"). GOAA, CFX, CITY and Rail Company are sometimes collectively referred to herein as the "Parties".

* Brightline Trains LLC
aka

RECITALS

WHEREAS, Rail Company is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the "Rail Project" or "Project"); and

WHEREAS, the Parties previously entered into a Purchase and Sale Agreement ("Agreement") formalizing the terms and conditions whereby GOAA and the City shall sell and convey title to the 528 Ramp Property to CFX, CFX shall sell and convey title to the Cargo Road Ramp Property to GOAA, and GOAA shall grant easements to CFX in the Easement Parcels; Rail Company shall fund the transactions and CFX shall acquire said interest in the 528 Ramp Property and the Easement Parcels and GOAA and City shall acquire said interest in the Cargo Road Ramp Property;

WHEREAS, the Agreement states that the Closing should occur on or before December 31, 2018, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively;

WHEREAS, the parties desire to extend the deadline for a Closing to July 1, 2019;

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, CFX, Rail Company, GOAA, and the City hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Closing. The Closing should occur on or before **July 1, 2019**.
3. Ratification. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.
4. Counterparts; Email Signatures. This First Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this First Amendment, any of the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[SIGNATURE PAGES FOLLOWING]

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

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

ATTEST:
By: Denise Aldridge
Printed Name: DENISE ALDRIDGE
Title: CITY CLERK
[Official Seal]

By: [Signature]
Printed Name: REGINA F. HILL
Title: MAYOR PRO TEM
Date: JANUARY 14, 2019

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS 7 DAY OF JAN, 2019.

By: [Signature]
City Attorney
Printed Name: Ray [Signature]

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer
Date: _____, 2018

APPROVED AS TO FORM AND LEGALITY this 30th day of November, 2018, for the use and reliance by the GREATER ORLANDO AVIATION AUTHORITY, only.
Marchena and Graham, P.A., General Counsel.

By: [Signature]
Marchena and Graham, P.A.

City Council Meeting: 1-14-19
Item: K-9 Documentary: 190114K09

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

"CITY"
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

ATTEST:

By: _____

Printed Name: _____

Title: _____

[Official Seal]

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ___ DAY OF
_____, 2018.

By: _____

City Attorney

Printed Name: _____

"GOAA"
**GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:



Dayci S. Burnette-Snyder,
Assistant Secretary

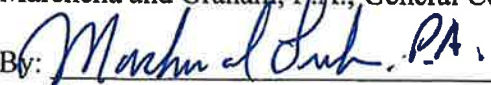
By: 

Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: 12/4/18, 2018

APPROVED AS TO FORM AND LEGALITY this
30th day of November, 2018, for the use and
reliance by the GREATER ORLANDO
AVIATION AUTHORITY, only.

Marchena and Graham, P.A., General Counsel.

By: 

Marchena and Graham, P.A.

"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Regla ("Mimi") Lamante,
Board Services Coordinator

By: 
Laura Kelley, Executive Director

Date: Nov. 21, 2018

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.

Counsel.

By: Linda S. B. Lanosa
Print: Linda S. B. Lanosa
Date: Nov. 21, 2018

ALL ABOARD FLORIDA –
OPERATIONS LLC

ATTEST:

Print Name: _____
Title: _____

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Title: _____
Dated: _____, 2018

ATTEST:

Regla Lamaute
Regla ("Mimi") Lamaute,
Board Services Coordinator

"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

By: [Signature]
Laura Kelley, Executive Director

Date: Nov. 21, 2018

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.

Counsel.

By: Linde S. B. Lanosa
Print: Linde S. B. Lanosa
Date: Nov. 21, 2018

ATTEST:

Print Name: _____
Title: _____

Brightline Trains LLC (f/k/a
ALL ABOARD FLORIDA -
OPERATIONS LLC)

By: [Signature]
Print Name: Kolleen Cobb
Title: Vice President
Dated: January 15th, 2018

WITNESSES:

[Signature]
Print Name: Beanna Hernandez

[Signature]
Print Name: Jessica Perez

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the 21st day of November, 2018, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (“GOAA”), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (“CFX”), the **CITY OF ORLANDO** (the “City”), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, and **ALL ABOARD FLORIDA – OPERATIONS LLC**, a Delaware limited liability company authorized to conduct business in Florida, with a principal address 2855 Lejeune Road, 4th Floor, Coral Gables, FL 33134 (“RAIL COMPANY”). GOAA, CFX, CITY and Rail Company are sometimes collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the “GOAA Act”), as an independent special district and agency of the City of Orlando, Florida; and

WHEREAS, the City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 2.28 acres, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “528 Ramp Property”); and

WHEREAS, GOAA occupies, controls, and operates the 528 Ramp Property, pursuant to that certain Amended and Restated Operation and Use Agreement by and between GOAA and City, dated August 31, 2015, with an effective date of October 1, 2015 (the “Operating Agreement”), and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk’s Document No. 20160146368, Public Records of Orange County, Florida; and

WHEREAS, CFX is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.229 acres, being more particularly described in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Cargo Road Ramp Property”); and

STATE ROAD 528
CFX PROJECT: 528-1240

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.097 acres, being more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("Easement Parcel 801"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.035 acres, being more particularly described on **Exhibit "D"** attached hereto and incorporated herein by this reference ("Easement Parcel 802"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.118 acres, being more particularly described on **Exhibit "E"** attached hereto and incorporated herein by this reference ("Easement Parcel 803"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.42 acres, being more particularly described on **Exhibit "F"** attached hereto and incorporated herein by this reference ("Easement Parcel 804"); and

WHEREAS, GOAA occupies, controls and operates Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 (collectively the "Easement Parcels") pursuant to the Operating Agreement (the 528 Ramp Property, the Cargo Road Ramp Property, Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 collectively referred to as the "Properties"); and

WHEREAS, Rail Company is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the "Rail Project" or "Project"); and

WHEREAS, as a result of the development of the Rail Project, CFX agrees to purchase, and GOAA and City desire to sell, fee simple interest in the 528 Ramp Property, all upon the terms and conditions set forth herein; and

WHEREAS, as a result of the development of the Rail Project, GOAA and City desire to purchase, and CFX agrees to sell, fee simple interest in the Cargo Road Ramp Property, all upon the terms and conditions set forth herein; and

WHEREAS, as a result of the development of the Rail Project and the sale of the Cargo Road Ramp Property, drainage will have to be redirected and CFX will require drainage easements on the Easement Parcels ("Drainage Easements"); and

WHEREAS, the Rail Company wishes to fund the entire transaction because the additional CFX Right-of-Way on CFX property and on GOAA property are required to accommodate an easement for the Rail Company for the Rail Project; and

STATE ROAD 528
CFX PROJECT: 528-1240

WHEREAS, pursuant to the terms of the Operating Agreement and the terms of the GOAA Act as set forth in Chapter 16 of the Charter of the City of Orlando, Florida, City and GOAA have the authority to make the determination to sell, convey and accept various interests in and to the 528 Ramp Property, the Cargo Road Ramp Property and the Easement Parcels, including, without limitation, conveyance of fee simple, and the granting of perpetual easements and rights of entry; and

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System; and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, the Parties desire to formalize the terms and conditions whereby GOAA and the City shall sell and convey title to the 528 Ramp Property to CFX, CFX shall sell and convey title to the Cargo Road Ramp Property to GOAA, and GOAA shall grant easements to CFX in the Easement Parcels; Rail Company shall fund the transactions and CFX shall acquire said interest in the 528 Ramp Property and the Easement Parcels and GOAA and City shall acquire said interest in the Cargo Road Ramp Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX, Rail Company, GOAA, and the City hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Convey 528 Ramp Property.** Subject to the terms and conditions of this Agreement, City and GOAA hereby agree to transfer and convey to CFX all of their respective rights, title, and interest in and to the 528 Ramp Property by Special Warranty Deed, substantially in the form of **Exhibit "G."**
3. **Agreement to Convey Cargo Road Ramp Property.** Subject to the terms and conditions of this Agreement, CFX hereby agrees to transfer and convey to GOAA and the City all of its respective rights, title, and interest in and to the Cargo Road Ramp Property by Special Warranty Deed, substantially in the form of **Exhibit "H."**
4. **Agreement to Convey Easements on Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804.** Subject to the terms and conditions of this Agreement, GOAA hereby agrees to convey a drainage easement to CFX on Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 by Drainage Easement substantially in the form of **Exhibit "I."**
5. **Agreement to Fund the Purchase Price.** Subject to the terms and conditions of this Agreement, the Rail Company hereby agrees to fund the Purchase Price,

STATE ROAD 528
CFX PROJECT: 528-1240

as defined below (subject to prorations and adjustments shown on the settlement statement), the appraisal costs set forth in Paragraph 6, the cost of a survey of the Properties, and the CFX closing costs as set forth in Paragraph 10(h).

6. **Appraisal and Purchase Price.**

(a) **528 Ramp Property.** The purchase price (the "Ramp Property Purchase Price") to be paid by Rail Company for CFX to GOAA and City for fee simple interest of the 528 Ramp Property shall be determined by a fair-market-value appraisal, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with CFX's standard procedures (the "CFX Appraisal"), which CFX Appraisal shall be performed by Walter Carpenter, MAI, of Pinel & Carpenter, Inc. (the "Appraiser") and reviewed by the Consortium Appraisal, Inc. (the "Review Appraiser") at Rail Company's sole cost and expense, and based upon a value within ninety (90) days of closing. (CFX's Manual, Sec. 5-6.05) It is specifically acknowledged and agreed that, in preparation of the CFX Appraisal, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The CFX Appraisal shall utilize the FAA's definition of Fair Market Value and said CFX Appraisal is subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the CFX Appraisal and its review. The final CFX Appraisal shall not be issued until Rail Company has reviewed and approved the CFX Appraisal. Between sixty (60) to ninety (90) days before the Closing Date, the Rail Company, at its expense, shall obtain and deliver to CFX, City, Rail Company and GOAA the CFX Appraisal and review certification as to the 528 Ramp Property.

(b) **Cargo Road Ramp Property.** The purchase price (the "Cargo Road Ramp Purchase Price") to be paid by Rail Company for GOAA and City to CFX for fee simple interest of the Cargo Road Ramp Property shall be determined by a fair-market-value appraisal, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with GOAA and City's standard procedures (the "GOAA and City Appraisal"), which GOAA and City Appraisal shall be performed by the Appraiser and reviewed by the Review Appraiser at Rail Company's sole cost and expense, and based upon a value within ninety (90) days of closing. (CFX's Manual, Sec. 5-6.05) It is specifically acknowledged and agreed that, in preparation of the GOAA and City Appraisal, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The GOAA and City Appraisal shall utilize the FAA's definition of Fair Market Value and said GOAA and City Appraisal is subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the GOAA and City Appraisal and its review. The final GOAA and City Appraisal shall not be issued until Rail Company has reviewed and approved the GOAA and City Appraisal. Between sixty (60) to ninety (90) days before the Closing Date, GOAA and City, at the

STATE ROAD 528
CFX PROJECT: 528-1240

expense of the Rail Company, shall obtain and deliver to CFX and Rail Company the GOAA and City Appraisal and review certification as to the Cargo Road Ramp Property.

(c) Easement Parcels. The purchase price (the "Easement Parcels Purchase Price") to be paid by Rail Company for CFX to GOAA and City for a drainage easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 shall be determined by fair-market-value appraisals, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with CFX's standard procedures (the "Easement Appraisals"), which Easement Appraisals shall be performed by the Appraiser and reviewed by the Review Appraiser at Rail Company's sole cost and expense, and based upon a value within ninety (90) days of closing. It is specifically acknowledged and agreed that, in preparation of the Easement Appraisals, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The Easement Appraisals shall utilize the FAA's definition of Fair Market Value and said Easement Appraisals are subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the Easement Appraisals and their review. The final Easement Appraisals shall not be issued until Rail Company has reviewed and approved the Easement Appraisals. Between sixty (60) to ninety (90) days before the Closing Date, the Rail Company, at its expense, shall obtain and deliver to City, Rail Company and GOAA the Easement Appraisals and review certification as to Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804.

(d) Set-off. In the event the 528 Ramp Property Purchase Price together with the prices of the Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 (the "Combined Purchase Price"), is higher than the Cargo Road Ramp Purchase Price, the Cargo Road Ramp Purchase Price shall be subtracted from the Combined Purchase Price, resulting in the "GOAA Purchase Price." GOAA will accept the GOAA Purchase Price and the Cargo Road Ramp Property, which price will be paid by the Rail Company. In the event that the Combined Purchase Price is higher than the Cargo Road Ramp Purchase Price, CFX will accept the 528 Ramp Property and the Easement Parcels in consideration of the conveyance of the Cargo Road Ramp Property; otherwise, CFX will accept the 528 Ramp Property, the Easement parcels, and the difference between the Cargo Road Ramp Purchase Price and the Combined Purchase Price, resulting in the "CFX Purchase Price," which price will be paid by the Rail Company.

(e) In connection with the appraisals to be prepared as provided herein, the Parties acknowledge and agree that the valuation of the property interests to be conveyed as it relates to the Properties shall not result in any loss of access or severance damage nor shall any other damage exist with respect to any remaining property owned or occupied by CFX, City or GOAA.

(f) The terms and conditions of Section 6(e) shall survive Closing. It is acknowledged and agreed that the payment of the CFX Purchase Price and the GOAA

STATE ROAD 528
CFX PROJECT: 528-1240

Purchase Price, as may be adjusted herein, represents full compensation to CFX, the City and GOAA for the Property.

7. **Conditions Precedent.**

(a) Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that GOAA, CFX and the City shall have no obligations to sell, transfer, convey or accept the Properties; and CFX, GOAA and the City shall have no obligation to accept the conveyances; and Rail Company shall have no obligation to fund the GOAA Purchase Price or the closing costs, unless and until (1) all Escrow Release Conditions contained in Exhibit 11 of that certain Rail Line Easement Agreement, as amended dated **January 22, 2014** between GOAA and Rail Company have been satisfied; (2) the Escrow Documents (as defined in the Rail Line Easement Agreement) shall be released from Escrow; and (3) any and all other conditions precedent to the Rail Project proceeding have been satisfied.

(b) Notwithstanding anything to the contrary contained in this Agreement, if at any time prior to Closing, Rail Company determines that the Properties are no longer needed for the development of the Rail Project, then Rail Company may, at its election, terminate this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that GOAA, CFX, and the City shall have no obligations to sell, transfer, convey or accept the Properties; and CFX, GOAA and the City shall have no obligation to accept the conveyances; and Rail Company shall have no obligation to fund the GOAA Purchase Price or the closing costs, unless and until (1) CFX determines that the Cargo Road Ramp Property is excess property and can be declared as surplus property, including the adoption of the appropriate resolutions by the CFX Board after receipt of the necessary supporting documentation; (2) all the requirements set forth in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual") have occurred, including those related to the Lease Purchase Agreement with the Florida Department of Transportation; (3) CFX approves the Rail Company's final construction plans; and (4) the Rail Company is not in breach of any of its obligations in any Easement Agreement with CFX or any other agreement with CFX related to the S.R. 528 corridor.

8. **Right of Entry; Insurance.**

(a) **Grant of Right of Entry for the 528 Ramp Property.** It is acknowledged and agreed by the Parties that the Rail Company's Project timing requires the Rail Company to enter onto the 528 Ramp Property and the Cargo Road Ramp Property to begin design, engineering and permitting the Rail Project and associated changes to S.R. 528 prior to the conveyance and grant of the property interests contemplated herein. In partial consideration of Rail Company's payment of the CFX Appraisal and GOAA Appraisal, by execution of this Agreement, GOAA and City agree and hereby grant to CFX, Rail Company, their respective employees, agents, engineers, contractors, assigns (including utility providers) and other representatives, for that period of time beginning upon the date

STATE ROAD 528
CFX PROJECT: 528-1240

hereof and ending upon conveyance of the 528 Ramp Property interest herein and subject to the other terms and conditions herein set forth, a non-exclusive right and license to enter upon, over, under, and through the 528 Ramp Property as may be necessary or desirable for the Rail Project, the 528 ramp, and related infrastructure. This right of entry shall include the right to enter upon, over, under, and through the 528 Ramp Property for the purposes of inspecting the 528 Ramp Property for design, engineering and permitting of the Rail Project as CFX or the Rail Company deem necessary or prudent and associated changes to S.R. 528 and related interchanges as CFX or the Rail Company deem necessary or prudent. Said right and license shall merge and terminate upon the conveyance of the Properties or upon termination of this Agreement.

(b) Insurance and Third Party Beneficiary for 528 Ramp Property. All work performed within the 528 Ramp Property under the rights of entry granted herein to the Rail Company or Rail Company's employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of such parties performing such work and neither GOAA nor City shall have any liability for any injuries or damages sustained. Additionally, Rail Company shall require that its contractors, agents and consultants that carry out inspection work on the Property provide insurance in accordance with GOAA guidelines. Rail Company shall include in its applicable contracts related to the Rail Project that GOAA and City are third party beneficiaries of its contracts as to indemnification and an additional insured as to insurance related to use of the 528 Ramp Property or applicable portions thereof pursuant to the grants of right-of-entry.

Rail Company shall not unreasonably disturb any GOAA operations on the 528 Ramp Property or property adjoining the 528 Ramp Property or damage any improvements which may be located on the 528 Ramp Property or property adjoining the 528 Ramp Property. Rail Company shall not permit the filing of any liens against the 528 Ramp Property in connection with their respective inspection activities contemplated herein. In the event a claim of lien is filed against the 528 Ramp Property as a result of the inspection work by or on behalf of Rail Company, or as a result of other actions or omissions of Rail Company, then Rail Company (whichever party whose inspection work or other act or omission caused such lien to be filed) shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the 528 Ramp Property within thirty (30) days after Rail Company received notice from GOAA that the claim lien has been filed. Rail Company shall maintain worker's compensation and liability insurance in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual; such required insurance coverage to be maintained with insurance companies that are insurers of internationally recognized reputation in the aviation market. Rail Company shall cause its contractors, subcontractors, agents, and permittees accessing the 528 Ramp Property to maintain insurance coverage in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual. Access to the Air Operations Area of the Airport is strictly prohibited.

STATE ROAD 528
CFX PROJECT: 528-1240

Rail Company shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, or permittee of Rail Company entering upon the 528 Ramp Property.

(c) Application for Temporary Right of Entry Permit for the Cargo Road Ramp Property. It is acknowledged and agreed by the Parties that the Rail Company's Project timing requires the Rail Company to enter onto the Cargo Road Ramp Property to begin design, engineering and permitting the Rail Project and associated changes to S.R. 528 prior to the conveyance and grant of the property interests contemplated herein. In order to obtain a Temporary Right of Entry ("TROE") Permit to enter upon the Cargo Road Ramp Property, Rail Company shall submit an Application for a TROE Permit, which shall be processed in accordance with CFX's Property Acquisition, Disposition & Permitting Procedures Manual. Said TROE shall merge and terminate upon the conveyance of the Properties or upon termination of this Agreement.

(d) Insurance and Third Party Beneficiary for Cargo Road Ramp Property. All work performed within the Cargo Road Ramp Property under the rights of entry granted herein to the City, GOAA, the Rail Company or GOAA's or Rail Company's employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of such parties performing such work and CFX shall not have any liability for any injuries or damages sustained. Additionally, GOAA shall require that its contractors, agents and consultants that carry out inspection work on the Cargo Road Ramp Property provide insurance in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual. GOAA shall include in its applicable contracts related to Cargo Road Ramp Property that CFX is a third party beneficiary of its contracts as to indemnification and an additional insured as to insurance related use of the Cargo Road Ramp Property or applicable portions thereof pursuant to the grants of right-of-entry.

Rail Company, City and GOAA shall not unreasonably disturb any CFX operations on the Cargo Road Ramp Property or property adjoining the Cargo Road Ramp Property or damage any improvements which may be located on the Cargo Road Ramp Property or property adjoining the Cargo Road Ramp Property. Rail Company, City and GOAA shall not permit the filing of any liens against the Cargo Road Ramp Property in connection with its inspection activities contemplated herein. In the event a claim of lien is filed against the Cargo Road Ramp Property as a result of the inspection work by or on behalf of Rail Company, City or GOAA, or as a result of other actions or omissions of Rail Company, City or GOAA, then Rail Company or GOAA shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the Cargo Road Ramp Property within thirty (30) days after Rail Company or GOAA receives notice from CFX that the claim lien has been filed. Rail Company, City and GOAA shall maintain worker's compensation and liability insurance in accordance with CFX's guidelines. Rail Company, City and GOAA shall cause its contractors, subcontractors, agents, and permittees accessing the Cargo Road Ramp Property to maintain insurance coverage in accordance with CFX's guidelines.

Rail Company. City and GOAA shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, or permittee of Rail Company, City or GOAA entering upon the Cargo Road Ramp Property.

9. **Evidence of Title.**

(a) **528 Ramp Property and Easement Parcels.** Within sixty days of the Effective Date, Rail Company shall, at Rail Company's sole cost and expense, order a commitment from an agent of Rail Company's selection for a policy of Owner's Title Insurance (the "CFX Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to CFX. Copies of all documents constituting the exceptions referred to in the CFX Commitment shall be attached thereto. The CFX Commitment shall bind the title company to deliver to CFX a policy of Owner's Title Insurance, which shall insure CFX's title to, in CFX's discretion, all of the 528 Ramp Property and the Easement Parcels in an amount satisfactory to CFX. In addition, Rail Company shall provide a survey of the 528 Ramp Property and Easement Parcels so that the Title Company will remove the exception from coverage relating to "rights, interests or claims . . . which a correct survey would disclose." CFX shall have ninety (90) days from the date of receipt of the CFX Commitment (or an update thereto) and survey to examine same and notify Rail Company of any defects, a defect being a matter which would render title unmarketable or otherwise unusable by CFX for its intended purposes; provided, however, it is expressly agreed CFX shall take title subject to those matters, if any, set forth on **Exhibit "J,"** attached hereto and incorporated herein (the "CFX Permitted Exceptions"), which survey shall be paid for by Rail Company. Any survey exceptions or matters not acceptable to CFX shall be treated as title defects. Rail Company shall have sixty (60) days within which to remove such defect(s), and shall use reasonable efforts to correct any such defect(s) in title within the time period provided therefore; provided, however, (i) Rail Company will not be required to file suit; (ii) Rail Company will not be required to expend more than \$10,000.00, excluding tax liens which will be paid in full, and (iii) GOAA and City shall not be required to expend any funds, in curing any such defect. If Rail Company is unsuccessful in removing same within said time period, CFX shall have the option of: (i) accepting title as it then is; (ii) terminating the Agreement, whereupon each party shall then be released of all further obligations related to the 528 Ramp Property; or (iii) electing to have Rail Company continue to take such reasonable steps as necessary to remove such defects. In the event the time period for cure of any such defects extends beyond the scheduled Closing Date as defined hereinafter, the Closing Date shall extend accordingly, at CFX's option. Those exception items listed in the CFX Commitment and accepted by CFX shall be deemed as CFX Permitted Exceptions. At Closing, since CFX desires title insurance, Rail Company shall pay the premium on behalf of CFX for the Owner's Title Insurance Policy to be issued (with the portion of the title premium for the Owner's Title Insurance Policy, calculated at the "Butler" rate, but in no event shall CFX be required to pay a portion of the premium).

(b) **Cargo Road Ramp Property.** Within sixty (60) days of the Effective Date, Rail Company shall, at Rail Company's sole cost and expense not to exceed \$500.00, order a commitment from an agent of Rail Company's selection for a policy of Owner's Title

STATE ROAD 528
CFX PROJECT: 528-1240

Insurance (the "GOAA Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to GOAA. Copies of all documents constituting the exceptions referred to in the GOAA Commitment shall be attached thereto. The GOAA Commitment shall bind the title company to deliver to GOAA a policy of Owner's Title Insurance, which shall insure GOAA's title to, in GOAA's discretion, all or a portion of the Cargo Road Ramp Property in an amount satisfactory to GOAA. In addition, Rail Company shall provide a survey of the Cargo Road Ramp Property so that the Title Company will remove the exception from coverage relating to "rights, interests or claims . . . which a correct survey would disclose." GOAA shall have thirty (30) days from the date of receipt of the GOAA Commitment (or an update thereto) and survey to examine same and notify Rail Company of any defects, a defect being a matter which would render title unmarketable or otherwise unusable by GOAA for its intended purposes; provided, however, it is expressly agreed GOAA shall take title subject to those matters, if any, set forth on **Exhibit "K,"** attached hereto and incorporated herein (the "GOAA Permitted Exceptions"), which survey shall be paid for by Rail Company. Any survey exceptions or matters not acceptable to GOAA shall be treated as title defects. Rail Company shall have sixty (60) days within which to remove such defect(s), and shall use reasonable efforts to correct any such defect(s) in title within the time period provided therefore; provided, however, (i) Rail Company will not be required to file suit; and (ii) Rail Company will not be required to expend more than \$5,000.00 and (iii) CFX shall not be required to expend any funds in curing any such defect. If Rail Company is unsuccessful in removing same within said time period, GOAA shall have the option of: (i) accepting title as it then is; (ii) terminating the Agreement, whereupon each party shall then be released of all further obligations related to the Cargo Road Ramp Property, or (iii) electing to have Rail Company continue to take such reasonable steps as necessary to remove such defects. In the event the time period for cure of any such defects extends beyond the scheduled Closing Date as defined hereinafter, the Closing Date shall extend accordingly, at GOAA's option. Those exception items listed in the GOAA Commitment and accepted by GOAA shall be deemed as GOAA Permitted Exceptions. At Closing, if GOAA elects to obtain title insurance, Rail Company shall pay the premium on behalf of GOAA for the Owner's Title Insurance Policy to be issued (with the portion of the title premium for the Owner's Title Insurance Policy, calculated at the "Butler" rate, but in no event shall CFX be required to pay a portion of the premium).

(c) As-Is Conveyance. The Cargo Road Ramp Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by CFX as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of Cargo Road Ramp Property, or any part thereof, or to the fitness of the Cargo Road Ramp Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Cargo Road Ramp Property, or the failure of the Cargo Road Ramp Property to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are

STATE ROAD 528
CFX PROJECT: 528-1240

discovered on, at or under the Cargo Road Ramp Property, neither party shall maintain any action or assert any claim against the other; its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09)

GOAA and the City have read and understands the provisions of this Section and acknowledge and agree that except as expressly set forth in this Agreement, it is acquiring the Cargo Road Ramp Property "**AS-IS, WHERE IS AND WITH ALL FAULTS**" and that CFX has disclaimed herein any and all warranties, express or implied.

(d) As-Is Conveyance. The 528 Ramp Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by City and GOAA as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. City and GOAA make no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of 528 Ramp Property, or any part thereof, or to the fitness of the 528 Ramp Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the 528 Ramp Property, or the failure of the 528 Ramp Property to meet any standards. In no event shall City and GOAA be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the 528 Ramp Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing.

CFX has read and understands the provisions of this Section and acknowledge and agree that except as expressly set forth in this Agreement, it is acquiring the 528 Ramp Property "**AS-IS, WHERE IS AND WITH ALL FAULTS**" and that City and GOAA have disclaimed herein any and all warranties, express or implied.

10. Closing Date, Closing Procedures and Requirements.

(a) Closing Date. The closing of the transaction contemplated under this Agreement (the "Closing") shall be held on a day and time mutually agreeable to the Parties upon not less than fifteen (15) days' written notice to CFX, City and GOAA after Conditions Precedent have been met, unless such date is extended in order to secure the required Deed of Release and other releases from the Federal Aviation Administration ("FAA") or by agreement in writing by the Parties (the "Closing Date"). Closing shall occur at the offices of CFX's attorney or any other place which is mutually acceptable to the Parties. Without limiting anything contained herein, Closing may be accomplished by mail or courier. The Closing shall occur after satisfaction of the conditions precedent set forth in Section 7 above. The parties agree that the Closing shall occur on or before **December 31, 2018**, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director,

respectively. In the event that the Closing does not occur prior to the deadline, as it may be extended, this Agreement automatically terminates.

(b) Conveyance of Title for 528 Ramp Property. At the Closing, City and GOAA shall execute and deliver to CFX a Special Warranty Deed, substantially in the form of **Exhibit "G"**, conveying fee simple marketable record title to the 528 Ramp Property to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions. GOAA shall execute a Consent to said deed, as required by CFX. Additionally, at Closing, GOAA, at GOAA's cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the 528 Ramp Property pursuant to paragraph 26. In the event any mortgage, lien or other encumbrance encumbers 528 Ramp Property at Closing and is not paid and satisfied by GOAA, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid by Rail Company. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by GOAA and/or City in form sufficient to enable CFX's title company to delete all standard title exceptions from CFX's title policy.

(c) Conveyance of Title for Cargo Road Ramp Property. At the Closing, CFX shall execute and deliver to GOAA, a Special Warranty Deed, substantially in the form of **Exhibit "H"** conveying fee simple marketable record title to the Cargo Road Ramp Property to GOAA, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions, the preservation or reestablishment of CFX's limited access boundaries and rights as set forth in the legal descriptions, the Special Warranty Deed, or official public records, and easements for existing drainage or other such encumbrances that are necessary or beneficial for CFX to retain pursuant to that certain Drainage Easement Agreement to be dated as of the Closing Date. In the event any mortgage, lien or other encumbrance encumbers Cargo Road Ramp Property at Closing and is not paid and satisfied by CFX, such mortgage, lien or encumbrance shall, at GOAA's election, be satisfied and paid with the proceeds of the GOAA Purchase Price and the GOAA Purchase Price shall be increased by the amount so paid. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by CFX in form sufficient to enable GOAA's title company to delete all standard title exceptions from GOAA's title policy, should GOAA elect to obtain a title policy, subject to CFX approval of the form of the affidavit.

(d) Conveyance of Possession of 528 Ramp Property. City and GOAA shall deliver exclusive possession of the 528 Ramp Property to CFX at Closing.

(e) Conveyance of Possession of Cargo Road Ramp Property. CFX shall deliver exclusive possession of the Cargo Road Ramp Property to the City and GOAA at Closing, subject to the drainage easement in favor of CFX, preservation or reestablishment of CFX's limited access boundaries where applicable, and such encumbrances that are

STATE ROAD 528
CFX PROJECT: 528-1240

necessary or beneficial for CFX to retain pursuant to that certain Drainage Easement Agreement to be dated as of the Closing Date.

(f) Conveyance of Easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804. At the Closing, City and GOAA shall execute and deliver to CFX, a Drainage Easement, substantially in the form of **Exhibit "I"** conveying a non-exclusive drainage easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions. Additionally, at Closing, GOAA, at GOAA's cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 pursuant to paragraph 26. In the event any mortgage, lien or other encumbrance encumbers Easement Parcel 801 and/or Easement Parcel 802, Easement Parcel 803 and/or Easement Parcel 804, or the underlying fee simple interests, at Closing and is not paid and satisfied by GOAA, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the GOAA Purchase Price. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by GOAA and/or City in form sufficient to enable CFX's title company to delete all standard title exceptions from CFX's title policy.

(g) Prorating of Taxes and Assessments. Rail Company shall pay all taxes, assessments, and charges applicable to the Cargo Road Ramp Property, 528 Ramp Property and the Easement Parcels, if any, for all years through the Closing Date.

(h) Closing Costs. Rail Company shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the deeds and easements, if any, relating to the purchase and sale of the Properties (provided, that the Parties shall cooperate in good faith to evidence and confirm all applicable exemptions from said taxes); (ii) the cost of recording the deeds and easements for Properties; (iii) all costs pertaining to the Commitments, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX, the City and GOAA including but not limited to the ALTA 9-06 Endorsement (commonly known as the "Florida Form 9"), and all costs related to the issuance of the Commitments and any title insurance policy insuring title to the Properties or any portion thereof; (iv) all of the costs and expenses associated with the surveying of the Properties and preparation of the legal descriptions and sketch of descriptions thereof; and (v) all costs of CFX and the City and GOAA's due diligence inspections of the Property. For the 528 Ramp Property and Easement Parcels, GOAA shall pay: (i) all costs of recording corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(a) above. GOAA shall pay the costs associated with obtaining the Deed of Release from the Federal Aviation Administration ("FAA"). For the Cargo Road Ramp Property, Rail Company shall pay all costs of recovering corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(b) above. Each party shall pay its own attorneys' fees and costs in connection with this Agreement and the Closing, with

STATE ROAD 528
CFX PROJECT: 528-1240

the exception that Rail Company shall also pay the fees and costs of attorneys representing CFX in connection with this Agreement and the Closing. All other costs incurred at Closing shall be borne by the Rail Company.

11. **Warranties and Representations of GOAA.** To induce CFX and Rail Company to enter into this Agreement and to purchase the 528 Ramp Property and easements, GOAA, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of GOAA's knowledge:

(a) That, pursuant to the GOAA Act and the Operating Agreement and subject to issuance of the necessary deed and letters of release from the FAA, GOAA has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the purchase and sale and conveyance of the 528 Ramp Property and Drainage Easements in accordance herewith and to perform all covenants and agreements of GOAA hereunder.

(b) Pursuant to the GOAA Act and the Operating Agreement, GOAA has the present, exclusive right to occupy, operate, control and use the 528 Ramp Property and the Easement Parcels, and there are no tenancy, rental or other occupancy agreements affecting the 528 Ramp Property and the Easement Parcels other than the Permitted Exceptions.

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the 528 Ramp Property and the Easement Parcels or any portion thereof, or relating to or arising out of the ownership of the 528 Ramp Property and the Easement Parcels, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(d) With the exception of the notice provisions associated with surplus federal property, no person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the 528 Ramp Property and the Drainage Easements or any portion or thereof or any interest therein.

(e) Subject to obtaining written consent from the FAA, that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by GOAA of any provision of any agreement or other instrument to which GOAA is a party or to which GOAA may be subject although not a party or which may otherwise affect or encumber the 528 Ramp Property and the Easement Parcels, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against GOAA, including, without limitation, the covenants contained in that certain Quit Claim Deed recorded in Official Records Book 933, Page 129, Public Records of Orange County, Florida.

(f) Subject to issuance of a deed and letter of release from the FAA, that the sale of the 528 Ramp Property and Easement Parcels to CFX and the use of the 528 Ramp

STATE ROAD 528
CFX PROJECT: 528-1240

Property and Easement Parcels will not interfere with the landing and takeoff of aircraft at the Orlando International Airport, nor interfere with the air navigation and or communication facilities serving the Orlando International Airport nor otherwise constitute an airport hazard.

(g) To the best knowledge of GOAA, as of the date of this Agreement, GOAA has not received written notice from any governmental authority or agency of any material violation with respect to the 528 Ramp Property and the Easement Parcels of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*, provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the 528 Ramp Property.

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

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

12. **Warranties and Representations of City.** To induce CFX and Rail Company to enter into this Agreement and to purchase the 528 Ramp Property, City, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of City's knowledge:

(a) That City, as fee simple owner of the 528 Ramp Property and the Easement Parcels, has taken all steps necessary under its Charter, the GOAA Act, and the Operating

STATE ROAD 528
CFX PROJECT: 528-1240

Agreement to approve and authorize the sale and conveyance of the 528 Ramp Property and the Drainage Easements contemplated herein, including, without limitation, conveyance of the fee simple [and the granting of perpetual easements]. Further, no person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the 528 Ramp Property and the Drainage Easements or any portion thereof or any interest therein.

(b) To the best knowledge of the City, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the 528 Ramp Property or the Easement Parcels or any portion thereof or relating to or arising out of City's fee ownership of the 528 Ramp Property and the Easement Parcels, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(c) Subject to obtaining written consent from the FAA, that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party, or to which City may be subject although not a party or which may otherwise affect or encumber the 528 Ramp Property and the Easement Parcels, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against City, including, without limitation, the covenants contained in that certain Quit Claim Deed recorded in Official Records Book 933, Page 129, Public Records of Orange County, Florida.

(d) To the best knowledge of City, as of the date of this Agreement, City has not received written notice from any governmental authority or agency of any material violation with respect to the 528 Ramp Property and the Easement Parcels of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*, provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the 528 Ramp Property.

STATE ROAD 528
CFX PROJECT: 528-1240

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

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

13. **Warranties and Representations of CFX.** To induce the City and GOAA to enter into this Agreement and to purchase the Cargo Road Ramp Property, CFX, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of CFX's knowledge:

(a) That, pursuant to the CFX Act, CFX has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the purchase and sale and conveyance of the Cargo Road Ramp Property in accordance herewith, including, without limitation, conveyance of the Cargo Road Ramp Property and to perform all covenants and agreements of CFX hereunder.

(b) Pursuant to the CFX Act, CFX has the present, exclusive right to occupy, operate, control and use the Cargo Road Ramp Property, and there are no tenancy, rental or other occupancy agreements affecting the Cargo Road Ramp Property other than the Permitted Exceptions.

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Cargo Road Ramp Property or any portion thereof, or relating to or arising out of the ownership of the Cargo Road Ramp Property, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(d) With the exception of the items in the official public records and the reserved drainage easement, no person, firm or other legal entity other than GOAA and City have any right or option whatsoever to acquire the interest contemplated herein as to the Cargo Road Ramp Property or any portion or thereof or any interest therein.

(e) The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX may be subject although not a party or which may otherwise affect or encumber the Cargo Road Ramp Property, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against CFX.

STATE ROAD 528
CFX PROJECT: 528-1240

(f) To the best knowledge of CFX, as of the date of this Agreement, CFX has not received written notice from any governmental authority or agency of any material violation with respect to the Property of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the Property.

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

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

14. **Defaults.** In the event any party breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with, or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, a non-defaulting party, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the right of specific performance shall automatically terminate one (1) year from the date on which this Agreement has been executed by all parties, unless extended by approval of the GOAA Chief Executive Officer and CFX Executive Director. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or

STATE ROAD 528
CFX PROJECT: 528-1240

effect. Prior to exercising any remedies, the non-defaulting party shall provide the defaulting party with thirty (30) days' written notice and opportunity to cure the default.

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

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Joseph L. Passiatore, Esq.
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: MARCHENA AND GRAHAM, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attn: Chief Administrative Officer

Copy to: CITY OF ORLANDO
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy K. Payne, Esq.

STATE ROAD 528
CFX PROJECT: 528-1240

RAIL COMPANY: ALL ABOARD FLORIDA – OPERATIONS LLC
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: P. Michael Reininger

Copy to: ALL ABOARD FLORIDA – OPERATIONS LLC
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: Kolleen Cobb

Copy to: AKERMAN LLP
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL 33301
Attention: Eric D. Rapkin

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

16. **General Provisions.** No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by all Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City, GOAA, and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that venue for any legal action authorized hereunder shall be exclusively in the state courts of Orange County, Florida.

17. **Survival of Provisions.** All covenants, representations, and warranties set forth in this Agreement shall survive the Closing, and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under,

STATE ROAD 528
CFX PROJECT: 528-1240

pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

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

19. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, each party shall bear their own fees, costs and expenses..

20. **Waiver of Jury Trial.** THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

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

22. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that CFX, City, GOAA, or Rail Company executes this Agreement.

23. **Release for 528 Ramp Property, Easement 801, Easement 802, Easement 803, and Easement 804.**

(a) **City and GOAA Release.** By execution of this Agreement, City and GOAA acknowledge and agree that the amounts set forth in this Agreement represent the full compensation to City and GOAA for the 528 Ramp Property and the Drainage Easements, and City and GOAA each hereby waives and releases CFX and Rail Company from any claim for loss of access or severance damages to any remaining property owned or occupied by City or GOAA, that results from the CFX's acquisition of the 528 Ramp Property and the Drainage Easements, or construction of improvements thereon. Nothing contained herein shall release CFX from it liabilities or obligations with respect to (i) warranties, representations and covenants in the Agreement expressly surviving Closing, or (ii) any loss or damages caused by the negligence or willful wrongdoing of CFX, its employees, contractors or agents.

(b) **CFX Release.** By execution of this Agreement, CFX acknowledges and agrees that as of the date of City's execution and delivery of the deed, and GOAA's consent

thereto, CFX shall remise, release, acquit, satisfy, and forever discharge City and GOAA of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which CFX may have against City or GOAA for, upon, or by reason pertaining to the physical condition or suitability for use of the 528 Ramp Property; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving Closing; (ii) any misrepresentation by City or GOAA regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of City or GOAA, or their respective employees, contractors, or agents.

24. Release for Cargo Road Ramp Property.

(a) CFX Release. By execution of this Agreement, CFX acknowledges and agrees that the amounts set forth in this Agreement represent the full compensation to CFX for the Cargo Road Ramp Property, and CFX hereby waives and releases GOAA and City from any claim for loss of access or severance damages to any remaining property owned or occupied by CFX that results from the GOAA and City's acquisition of the Cargo Road Ramp Property, or construction of improvements thereon. Nothing contained herein shall release GOAA from its liabilities or obligations with respect to (i) warranties, representations and covenants in the Agreement expressly surviving Closing, or (ii) any loss or damages caused by the negligence or willful wrongdoing of GOAA and City, and their respective employees, contractors or agents.

(b) GOAA and City Release. By execution of this Agreement, GOAA and City acknowledge and agree that as of the date of CFX's execution and delivery of the deed, GOAA and City shall remise, release, acquit, satisfy, and forever discharge CFX of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which GOAA and City may have, against CFX for, upon, or by reason pertaining to the physical condition or suitability for use of the Cargo Road Ramp Property; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving Closing; (ii) any misrepresentation by CFX regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of CFX, or its employees, contractors, or agents.

(c) Limited-Access Lines. In further consideration of CFX's agreement to release or partially release any limited-access line, GOAA and the City hereby release and discharge CFX from all past, present and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited-access lines, including any claim for loss of access to any party's remaining property, business damages, severance damages or any other damages. The release or partial release of any limited-access line shall expressly state that it is not conveying or restoring any other abutter's rights including, without limitation, any claims for air, light and view between any abutting property and CFX's property. (CFX Manual, Sec. 5-7.05)

STATE ROAD 528
CFX PROJECT: 528-1240

25. **Brokerage.** City, GOAA, Rail Company and CFX hereby represent and warrant each to the other that said warranting party has not engaged or dealt with any agent, broker, or finder in regard to this Agreement, or to the sale and purchase of the Property contemplated hereby. It is agreed by all parties hereto that any warranting party breaching or having breached this warranty shall indemnify all other non-breaching warranting parties for any damages, fines, penalties or losses incurred by them as a result of or arising from such breach. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City, GOAA, or CFX may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

26. **FAA Requirements.** On or before Closing, GOAA shall request any releases or other documentation required from the FAA as it relates to the 528 Ramp Property and the Easement Parcels. The Parties' obligation to close is subject to the FAA issuing the required deeds and letters of release. The FAA requires certain provisions be made to the Agreement as a condition of the Deeds of Release being issued by the FAA, and in accordance with the requirements of the FAA, CFX, City and GOAA hereby agree to the following provisions as conditions of conveyance for the 528 Ramp Property and the Drainage Easements as follows (i.e., the following or substantially similar language will be included as part of the covenants, conditions and restrictions in the deeds conveying the 528 Ramp Property and the Drainage Easements):

(i) City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

(ii) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.

(iii) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

(iv) CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the subject 528 Ramp Property onto Orlando International Airport Property for aeronautical purposes.

(v) City and GOAA shall insure that if the 528 Ramp Property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the 528 Ramp Property

STATE ROAD 528
CFX PROJECT: 528-1240

to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e.

27. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A"— 528 Ramp Property
- Exhibit "B"— Cargo Road Ramp Property
- Exhibit "C"— Easement Parcel 801
- Exhibit "D"— Easement Parcel 802
- Exhibit "E"— Easement Parcel 803
- Exhibit "F"— Easement Parcel 804
- Exhibit "G"— Form of Special Warranty Deed (528 Ramp Property)
- Exhibit "H"— Form of Special Warranty Deed (Cargo Road Property)
- Exhibit "I"— Form of Drainage Easement
- Exhibit "J"— CFX Permitted Exceptions
- Exhibit "K"— GOAA Permitted Exceptions

28. Intentionally Deleted.

29. **Warranties and Representations of Rail Company.** To induce CFX to enter into this Agreement and to purchase the 528 Ramp Property and to induce City and GOAA to enter this Agreement and to purchase the Cargo Road Ramp Property, the Rail Company, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of the Rail Company's knowledge:

(a) That the use of the 528 Ramp Property by Rail Company for the Rail Project, or other ancillary uses, including all rail cars and other structures to be placed thereon or therein by the Rail Company, will not violate the height limitations necessary to comply with the FAA Regulations, Part 77.

(b) That the Rail Company acknowledges and agrees to comply with all FAA Requirements set forth in Section 26 herein.

(c) That the Rail Company will not object to whatever condition that CFX accepts title to the 528 Ramp Property and will not object to the condition of the 528 Ramp Property once purchased, and the Rail Company agrees that its final construction plans are subject to CFX's approval.

(d) That the Rail Company will not object to whatever condition that GOAA and the City accept title to the Cargo Road Ramp Property and will not object to the condition of the Cargo Road Ramp Property once purchased.

STATE ROAD 528
CFX PROJECT: 528-1240

[SIGNATURE PAGES FOLLOWING]

STATE ROAD 528
CFX PROJECT: 528-1240

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

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

ATTEST:
By: *Denise Aldridge*
Printed Name: Denise Aldridge
Title: City Clerk
[Official Seal]

By: *Patty Sheehan*
Printed Name: Patty Sheehan
Title: Mayor Pro Tem
Date: April 17, 2018

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
ORLANDO, ONLY, THIS 21 DAY OF
May, 2018.

By: *[Signature]*
City Attorney
Printed Name: Ray Payne

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer
Date: _____, 2018

APPROVED AS TO FORM AND
LEGALITY this ___ day of
_____, 2018, for the use and
reliance by the GREATER ORLANDO
AVIATION AUTHORITY, only.
Marchena and Graham, P.A., General
Counsel.

By: _____
Marchena and Graham, P.A.

STATE ROAD 528
CFX PROJECT: 528-1240

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

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

ATTEST:

By: _____

Printed Name: _____

Title: _____

[Official Seal]

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
ORLANDO, ONLY, THIS ___ DAY OF
_____, 2018.


By: _____

City Attorney

Printed Name: _____

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:



Dayci S. Burnette-Snyder,
Assistant Secretary

By: 

Phillip N. Brown, A.A.E.,

Chief Executive Officer

Date: 5-29, 2018

APPROVED AS TO FORM AND
LEGALITY this 23 day of
May, 2018, for the use and
reliance by the GREATER ORLANDO
AVIATION AUTHORITY, only.
Marchena and Graham, P.A., General
Counsel.

By: 

Marchena and Graham, P.A.

STATE ROAD 528
CFX PROJECT: 528-1240

ATTEST:

Regia Lamaute, Executive Assistant


"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

By: 
Laura Kelley, Executive Director

Date: NOV. 21, 2018

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY ONLY.

Counsel.

By: 
Print: Linda S. B. Lanosa
Date: NOV. 21, 2018

ALL ABOARD FLORIDA –
OPERATIONS LLC

ATTEST:

Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____
Dated: _____, 2018

WITNESSES:

Print Name: _____

Print Name: _____

STATE ROAD 528
CFX PROJECT: 528-1240

"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY ONLY.

Counsel.

By: _____
Print: _____
Date: _____, 2018

**ALL ABOARD FLORIDA -
OPERATIONS LLC**

ATTEST:

Print Name: _____
Title: _____

By: KPCobb
Print Name: Kalleen Cobb
Title: Vice President
Dated: 2/21, 2018

WITNESSES:

Berlanna Hernandez
Print Name: Berlanna Hernandez

Maria V. Rincon
Print Name: Maria V. Rincon

EXHIBIT "A"
(528 RAMP PROPERTY)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida being more particularly described as follows:

Commence at a 6"x6" concrete monument marking the Northwest Corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida, thence run South 00°06'58" East, along the West line of the Northwest 1/4 of said Section 36, a distance of 1249.98 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority, Section 1.1 and 1.2 and Project 907 Right-of-Way Maps, thence run along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run South 89°53'39" East, a distance of 2364.44 feet for the POINT OF BEGINNING, thence continue South 89°53'39" East, a distance of 238.95 feet, thence run South 85°39'53" East, a distance of 392.00 feet, thence run South 79°44'28" East, a distance of 540.93 feet to the Northwest corner of Lot 1 of the plat of "7 - ELEVEN STORE NO. 27590" as recorded in Plat Book 76 at Page 119 of the Public Records of Orange County, Florida, thence departing said existing southerly Limited Access Right-of-Way Line, run South 30°05'18" East, along the west line of said Lot 1, a distance of 47.70 feet, thence departing said west line run North 88°00'03" West, a distance of 381.24 feet to a point of curvature of a curve concave to the northeast, thence run northwesterly along the arc of said curve having a radius of 1216.00 feet, a central angle of 13°47'50", a chord length of 292.12 feet bearing North 81°05'08" West, an arc distance of 292.82 feet, thence run North 74°12'13" West, a distance of 240.19 feet to a point of curvature of a curve concave to the southwest, thence run northwesterly along the arc of said curve having a radius of 2530.00 feet, a central angle of 03°28'51", a chord length of 374.14 feet bearing North 78°26'38" West, an arc distance of 374.49 feet, thence run North 32°41'06" West, a distance of 314.91 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way

Containing 2.28 acres, more or less

LEGEND:

- (C) = Calculated
- (D) = Dead
- (M) = Measured
- (P) = Plat
- O R B = Official Records Book
- Pg = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- 1/4 = 1/4 Section
- PID = Parcel Identification Number
- S R = State Road
- CFX = Central FL Expressway Authority
- RAW = Right-of-Way
- R = Centerline
- = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line
- OCEA = Orlando Orange County Expressway Authority
- No = Number

Surveyors Notes:

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983, Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of the northwest 1/4 of Section 36, Township 23 South, Range 30 East as being South 89°55'17" East. The average combined scale factor is 0.9999452.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-585539A-1-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

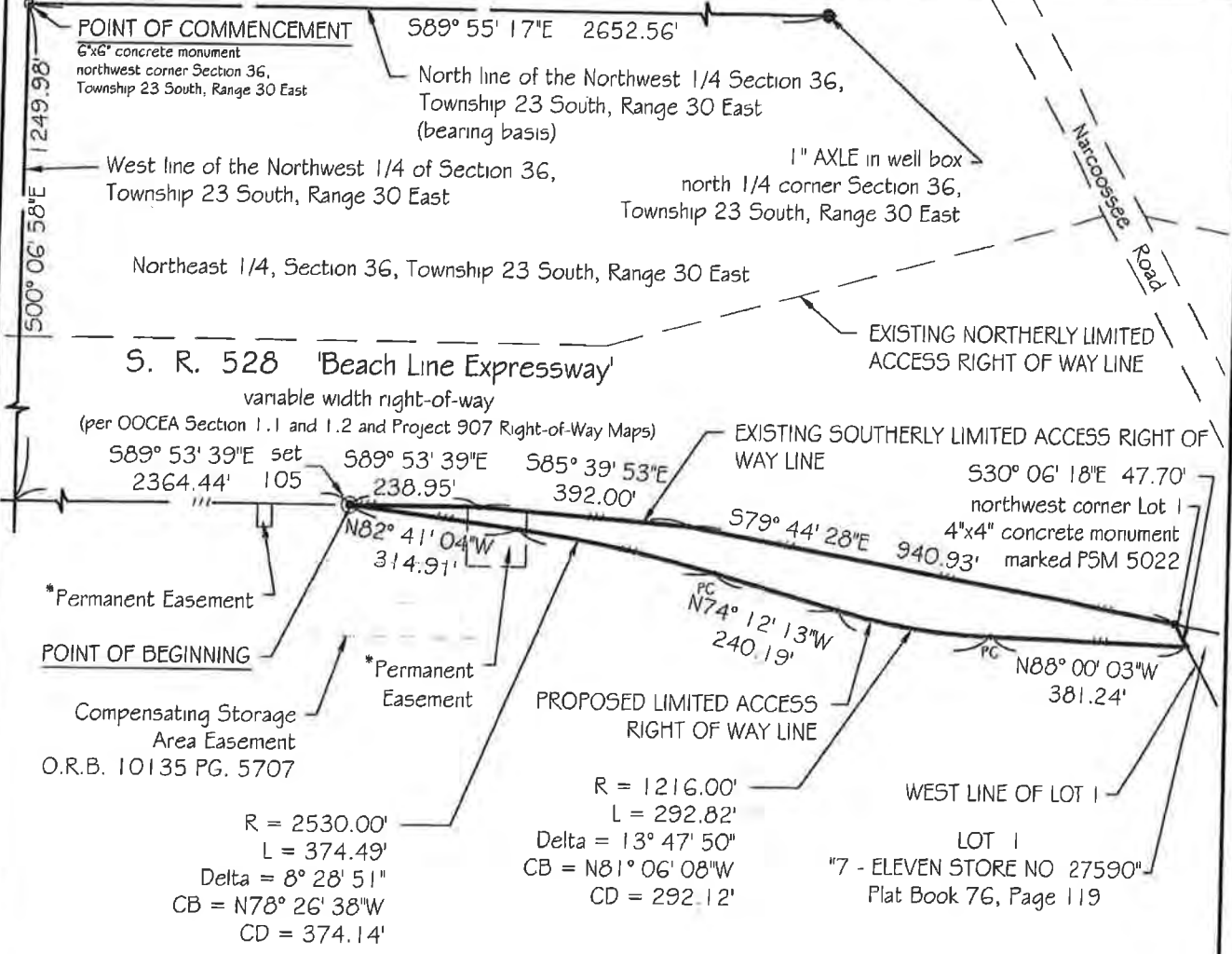
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 65-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, subject to notes and notations shown hereon.

Robert M. Adles, PLS
Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 11/24/2015	73 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7510 Certificate of Authorization Number: B-0007937		REV: 5/10/15
DRAWN BY: PEW	AMEC JOB No: 637-150802			DATE: 2/1/16
APPROVED BY: RMJ				DATE: 2/1/16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



*Permanent Easement
 POINT OF BEGINNING

Compensating Storage Area Easement
 O.R.B. 10135 PG. 5707

R = 2530.00'
 L = 374.49'
 Delta = 8° 28' 51"
 CB = N78° 26' 38"W
 CD = 374.14'

R = 1216.00'
 L = 292.82'
 Delta = 13° 47' 50"
 CB = N81° 06' 08"W
 CD = 292.12'

LOT 1
 "7 - ELEVEN STORE NO 27590"
 Plat Book 76, Page 119

* as depicted on Orlando-Orange County Expressway Authority SR 528 Right-of-Way Map Project 907



(IN FEET)
 1 inch = 300 ft



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2		
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY	
APPROVED BY: RMJ						
				DRAWING NAME: CFX of CDAA-12 1-21.dwg		

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "B"
(CARGO ROAD RAMP PROPERTY)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 25' Pin Marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'10" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 297.90 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1977 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 98°48'01" a chord length of 84.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.83 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'36", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'42" East, non-tangent to said curve, a distance of 451.28 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way Line, run North 14°23'08" East, a distance of 86.02 feet to the south boundary of a parcel of land identified as pole square "362" number 135 east" as described in Official Records Book 10401 at Page 5089 of said Public Records; thence run South 80°05'11" East, along the said south boundary, a distance of 3.20 feet; thence North 09°54'49" East, along the east boundary of said parcel, a distance of 16.00 feet; thence North 80°05'11" West, along the north boundary of said parcel, a distance of 2.42 feet; thence departing said north boundary, run North 14°23'08" East, a distance of 113.90 feet; thence run North 83°06'43" East, a distance of 36.08 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 08°43'35" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 233.18 feet; thence run South 83°01'47" West, along said existing southerly Limited Access Right-of-Way Line, 65.16 feet to the POINT OF BEGINNING.

Containing 5963 square feet or 0.229 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any Central Florida Expressway Authority right-of-way property which may otherwise accrue to any property adjoining said right-of-way. Subject to permanent drainage easement in favor Central Florida Expressway Authority.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Feet, based on the north line of Section 24, Township 23 South, Range 30 East as being North 89°58'49" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original red wax seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A **Coverment** for Title Insurance prepared by East American Title Insurance Company, dated Oct. 11, 2015, file number **HC5-566539A-C4-DRL** was reviewed by this firm. Schedule B exceptions, if any, that can be pinned are shown.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 17, Florida Administrative Code, pursuant to Chapter 414, Florida Statutes, which standards and regulations are shown hereon.

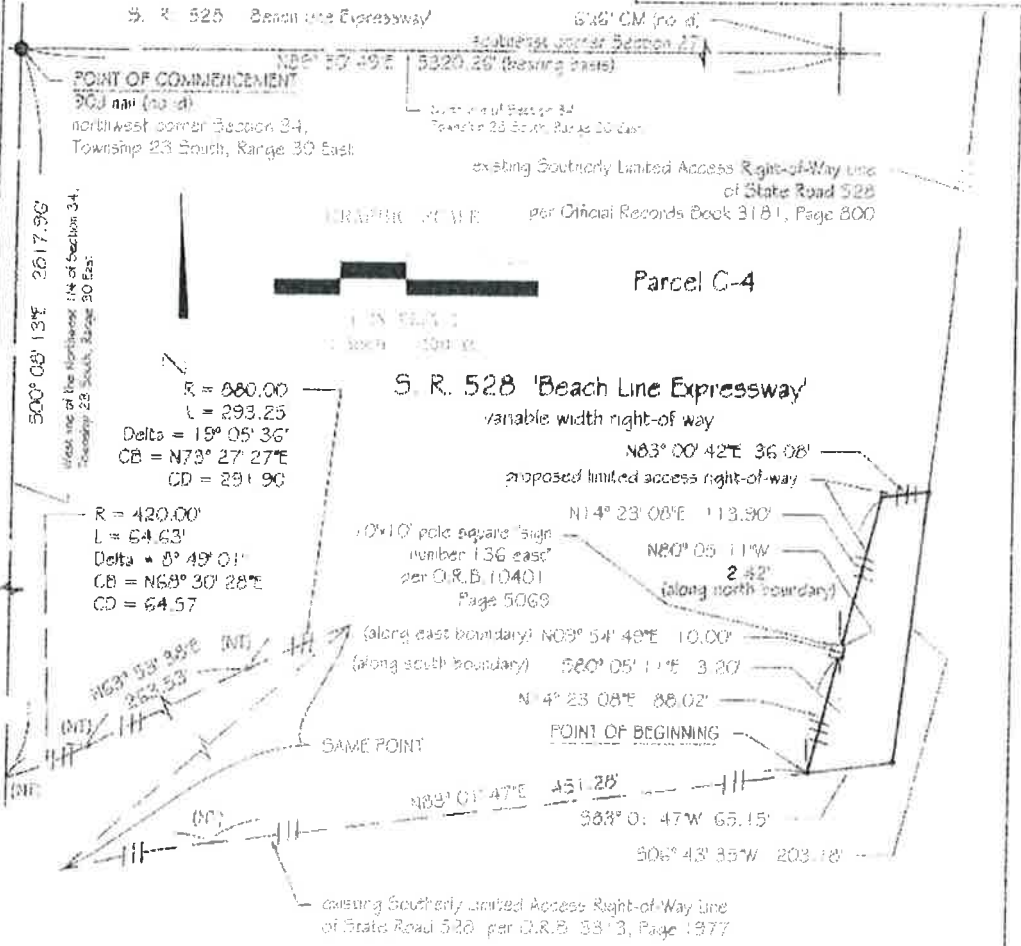
[Signature]
Professional Surveyor and Mapper, State No. 15-0004401

THIS IS NOT A SURVEY

FOR: ALL ABOVE PARCELS	TITLE DESCRIPTION and SKETCH
DRAWN BY: PNLB	DATE: 11/21/2015
APP. BY: PNLB	SCALE: 1"=200.00'
APP. BY: PNLB	PROJECT: 528-1240

AMEC Engineering & Infrastructure, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-800
 PARCEL No.: C-4 (PARTIAL)
 ESTATE: FEE SIMPLE



ORLANDO INTERNATIONAL AIRPORT

THIS IS NOT A SURVEY

FOR: AMERICAN FLORIDA	LEGAL DESCRIPTION and SKETCH
DESIGNED BY: HNTB	DATE: 11/26/98
DRAWN BY: CPW	AMERICAN FLORIDA 810 119 812
APPROVED BY: HNTB	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
PURPOSE: LIMITED ACCESS RIGHTS RELEASE

Release of a portion of the Limited Access Rights along State Road 528 as shown on Orlando-Orange County Expressway Authority (OCEA) Right-of-Way Map "AIRPORT INTERCHANGE - BEE LINE IMPROVEMENTS" and OCEA Specific Purpose Survey "STATE ROAD 528 (BEACHLINE EXPRESSWAY)", lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

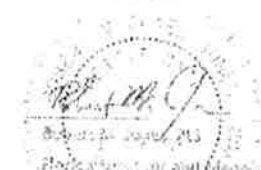
Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2917.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3113 at Page 1977 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 54.37 feet bearing North 68°30'28" East, an arc distance of 84.63 feet; thence run North 63°53'39" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 380.00 feet, a central angle of 19°05'36", a chord length of 291.96 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet to the POINT OF BEGINNING; thence continue along said existing southerly Limited Access Right-of-Way Line, run North 83°01'47" East, a distance of 65.15 feet to said southerly Limited Access Right-of-Way Line as described in Official Records Book 3181 at Page 800 of said Public Records; thence run North 06°43'35" East along said existing southerly Limited Access Right-of-Way Line, a distance of 203.18 feet to the POINT OF TERMINATION

Surveyors Notes

1. Bearings and distances depicted herein are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East at being North89°50'49" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-546539A-C1-DRI was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

- LEGEND:**
- 0 - Contour
 - 1 - Ditch
 - 2 - Easement
 - 3 - FSR
 - 4 - Other Records
 - 5 - Right
 - 6 - Right
 - 7 - Right
 - 8 - Right
 - 9 - Right
 - 10 - Right
 - 11 - Right
 - 12 - Right
 - 13 - Right
 - 14 - Right
 - 15 - Right
 - 16 - Right
 - 17 - Right
 - 18 - Right
 - 19 - Right
 - 20 - Right
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 - 95 - Right
 - 96 - Right
 - 97 - Right
 - 98 - Right
 - 99 - Right
 - 100 - Right

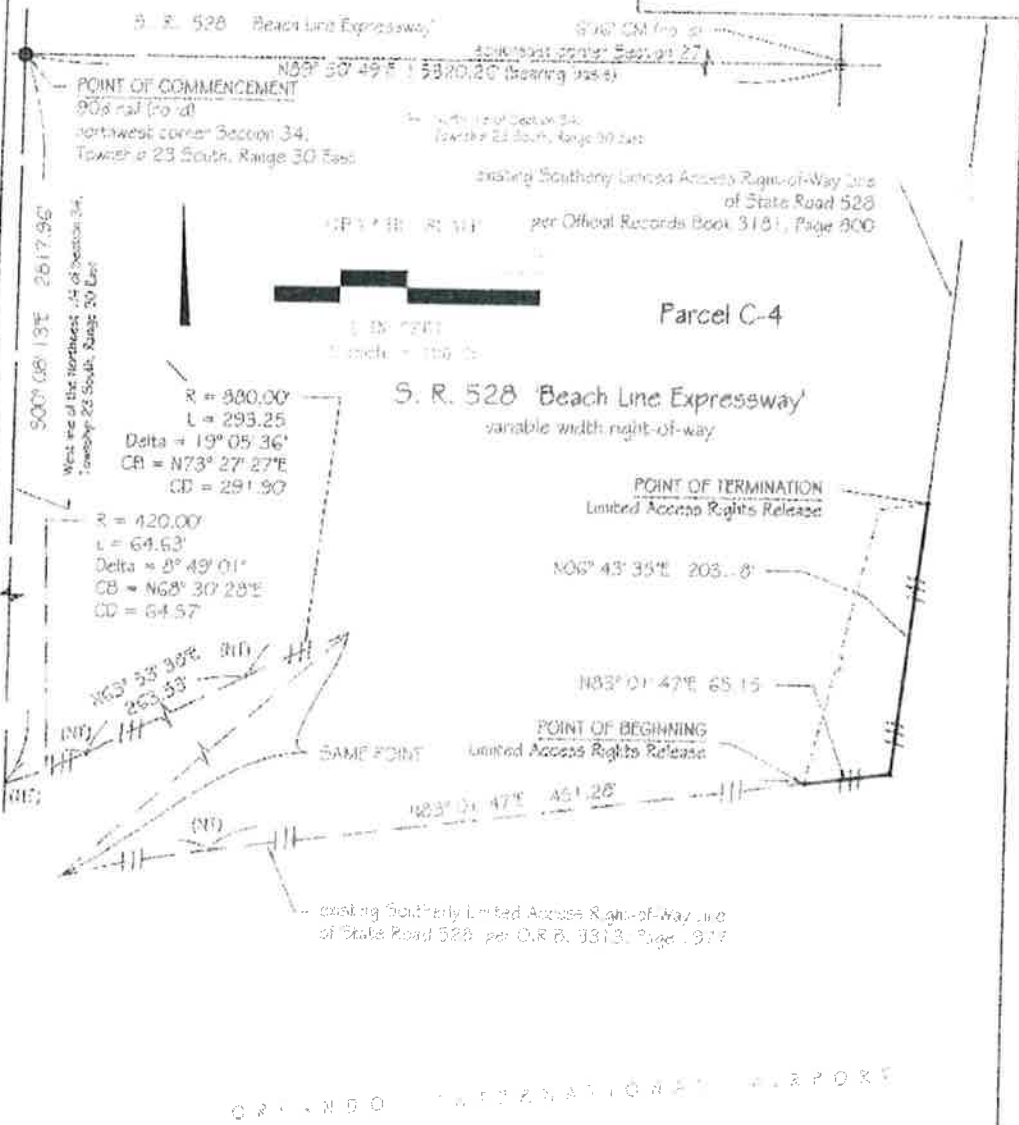
I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 33-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



THIS IS NOT A SURVEY

DESIGNED BY: ENTR	DATE: 09/24/15	LEGAL DESCRIPTION and SKETCH	PROJECT NO:
DRAWN BY: PRW	AMC 00000000000000000000		DATE: 09/24/15
APP. BY: ADL			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-800
 PARCEL No.: C-4 (PARTIAL)
 PURPOSE: LIMITED ACCESS RIGHTS RELEASE



THIS IS NOT A SURVEY

FOR: ALL ORLANDO, FLORIDA	LEGAL DESCRIPTION and SKETCH
DESIGNED BY: HNTB	DATE: 03/20/18
DRAWN BY: PEW	AMPC Environmental & Infrastructure, Inc.
APPROVED BY: PRL	

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "C"
(EASEMENT PARCEL 801)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #801
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.98 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01" a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 83°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'36", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet; thence run North 14°23'08" East, a distance of 88.02 feet to a parcel of land identified as pole square "sign number 136 east" as described in Official Records Book 10401 at Page 5089 of said Public Records; thence run South 80°05'11" East, a distance of 3.20 feet; thence North 09°54'48" East, a distance of 10.00 feet; thence North 80°05'11" West, a distance of 2.42 feet; thence departing said parcel of land, run North 14°23'08" East, a distance of 48.93 feet to the POINT OF BEGINNING; thence run North 14°23'08" East, a distance of 16.16 feet; thence run South 92°34'56" East, a distance of 41.56 feet; thence run South 59°09'23" East, a distance 86.60 feet; thence run South 17°35'33" West, a distance of 186.48 feet; thence run South 82°52'52" West, a distance of 16.55 feet; thence run North 17°55'55" East, a distance of 161.32 feet; thence run North 59°07'59" West, a distance of 68.96 feet; thence run North 82°08'40" West, a distance of 43.72 feet to the POINT OF BEGINNING.

Containing 4240 square feet or 0.097 acres, more or less

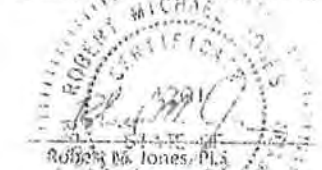
Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FPSCS) Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North 88°50'49" East. The average combined scale factor is 0.9999470.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number MCS-586530A-2-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = Central angle
- CB = Chord Bearing
- D or I = Identification
- = Line Not To Scale
- = Local Identification Number
- = State Road
- = Central Florida Expressway Authority
- = Right-of-Way
- = Contourline
- = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- POC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- PT = Point Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line
- (#) = Number

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.



Florida Surveyor and Mapper, License No. 1S-0004201

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA

DESIGNED BY: HNTS | DATE: 11/24/2015

DRAWN BY: PEW | AMEC JOB No.: 637415080

APPROVED BY: RMJ

LEGAL DESCRIPTION and SKETCH

Amec Foster Wheeler Environmental & Infrastructure Inc.

15001 Avenida Suro, Suite 200

Orlando, FL 32801 USA

Phone: (407) 455-7470

Contract or Identification Number: 14-0007302

SHEET 1 OF 1

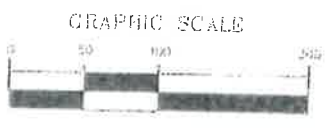
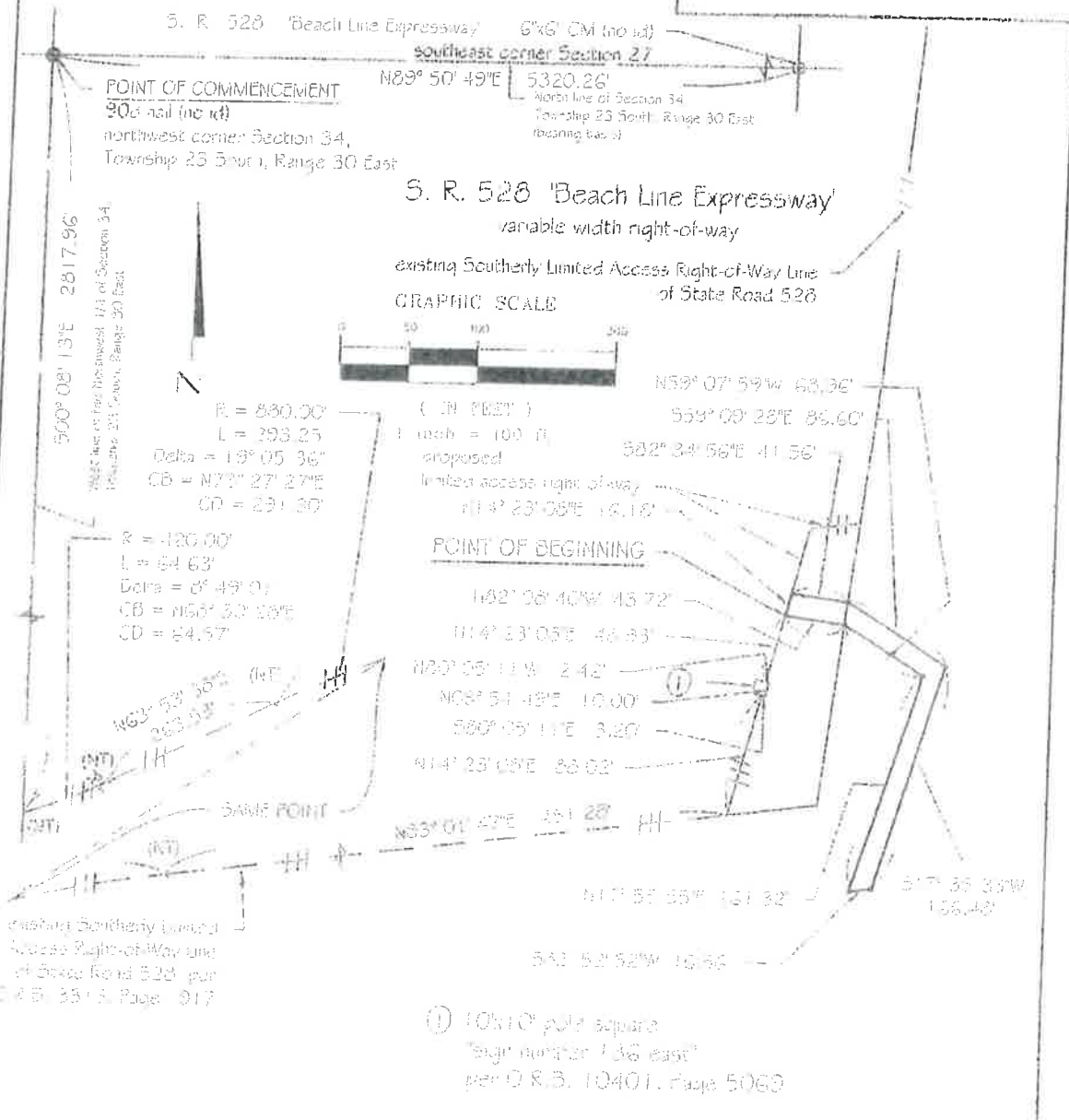
REVISED

DATE

SCALE

DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #801
 ESTATE: PERMANENT DRAINAGE EASEMENT



500' 08' 13" 2817.96
 (Note: line is for the proposed 1/4 of Section 34, measuring 20' from the Range 30 East)
 R = 880.00'
 L = 298.25'
 Delta = 19° 05' 36"
 CB = N72° 27' 27"E
 CD = 291.30'

R = 120.00'
 L = 64.63'
 Delta = 21° 49' 01"
 CB = N65° 32' 18"E
 CD = 64.57'

(IN FEET)
 1 inch = 100 ft.
 proposed
 limited access right-of-way
 N14° 23' 05"E 12.18'

POINT OF BEGINNING
 N82° 08' 40"W 43.72'
 N14° 23' 05"E 46.83'
 N120° 05' 11"W 2.42'
 N08° 54' 48"E 10.00'
 S80° 05' 11"E 3.20'
 N14° 23' 05"E 88.02'
 N83° 01' 42"E 451.28'
 N17° 57' 55"W 161.32'
 S43° 52' 52"W 10.86'

① 10x10 pole square
 "Sign number 136 east"
 per O.R.B. 10401, Page 5060

ORLANDO INTERNATIONAL AIRPORT

THIS IS NOT A SURVEY

FOR AL BOARD FLORIDA	LEGAL DESCRIPTION and SKETCH	SHEET 1 OF 2
DESIGNED BY: INTB DATE: 11/24/2015	AMEC Foster Wheeler Environmental & Infrastructure, Inc. 22 S.W. 11th Street, Suite 500 Orlando, FL 32801, USA Phone: (407) 921-7850	DATE: 11/24/15
DRAWN BY: PEW	AMEC JOB No: 837&150802	SCALE: AS SHOWN
APPROVED BY: RMJ	© all rights reserved. AutoCAD 2015	

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "D"
(EASEMENT PARCEL 802)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the East line of the Northeast 1/4 of said Section 34, a distance of 552.92 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Section 1.1 and 1.2 Right-of-Way Maps; thence run North 90°13'05" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 539.44 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way line run South 11°28'31" West, a distance of 66.64 feet; thence run North 78°18'15" West, a distance of 23.07 feet; thence run North 11°28'54" East, a distance of 65.87 feet to said existing southerly Limited Access Right-of-Way Line, thence run South 80°13'05" East, along said existing southerly Limited Access Right-of-Way line, a distance of 23.07 feet to the POINT OF BEGINNING.

Containing 1528 square feet or 0.035 acres, more or less

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the east line of the northeast 1/4 of Section 34, Township 23 South, Range 30 East as being South 00°22'19" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number MCL-586589A-E-DRI, was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- (C) = Calculated
- (D) = Dred
- (M) = Measured
- (P) = Plat
- O.A.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of Curve (arc distance)
- C = Chord distance
- Δ = Central angle
- ChB = Chord Bearing
- ID or ID = Identification
- U = Line Not To Scale
- PIO = Parcel Identification number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R.W. = Right-of-Way
- ± = Centerline
- ||--- = Limited Access Right-of-Way line
- PO = Point of Curvature
- PT = Point of Tangency
- POC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- PH = Non-Perpetual
- CM = Concrete Monument
- = Record into
- = 1/4 Section line
- ORCS = Orlando Orange County Expressway Authority
- # = Number

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mapper, in Chapter 17, Florida Administrative Code, pursuant to Chapter 471, Florida Statutes. Subject of notes and notations shown hereon.

Robert M. Jones, PLS

 Robert M. Jones, PLS
 Florida Surveyor and Mapper II, License No. 05-0064201

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		DATE: 1/24/2015
DESIGNED BY: HNE	DATE: 1/24/2015	Author: Power & Associates, Inc.		REVISIONS:
DRAWN BY: PEW	AMEL JOB No: 337130802	3100 W. Lake Street, Suite 110 Orlando, FL 32807-2807 Phone: (407) 222-2200		DATE:
APPROVED BY: RMJ		CONSULTANT OF PROFESSIONAL ENGINEERING & SURVEYING		DATE:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
 ESTATE: PERMANENT DRAINAGE EASEMENT

27

26

POINT OF COMMENCEMENT

6"x6" concrete monument (no ID)
 northeast corner Section 34,
 Township 23 South, Range 30 East

East line of the Northeast 1/4 of Section 34,
 Township 23 South, Range 30 East
 (bearing basis)

EXISTING NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

S. R. 528 Beach Line Expressway
 variable width right-of-way
 (per OOCEA Section 1.1 and 1.2 Right-of-Way Maps)

500° 22' 19" E 552.52'

500° 13' 05" E 23.07'

EXISTING SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

N60° 15' 05" W 532.44'

POINT OF BEGINNING

S11° 28' 31" W 65.64'

N78° 18' 15" W 23.07'

R 11° 28' 31" E 65.64'

GRAPHIC SCALE



(1" = 100 FT)
 1 inch = 100 ft

35

34

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA	
DESIGNED BY: HNTB	DATE: 11/24/2015
DRAWN BY: PEW	AMFC JOB No.: 8374150202
APPROVED BY: RMJ	

LEGAL DESCRIPTION and SKETCH
 Amec Foster Wheeler Environment & Infrastructure, Inc.
 5400 Krasco Blvd, Suite 201
 Orlando, FL 32801 USA
 Phone: (407) 527-7220

SHEET 1 OF 2
REVISED
DATE
BY

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "E"
(EASEMENT PARCEL 803)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at DIA #803
ESTATE PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 36 Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 8"x8" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'58" East, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.00 feet to the southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Maps Section 1.1 and 1.2 and Project 907; thence run South 89°53'39" East, along said southerly Limited Access Right-of-Way Line, a distance of 2583.98 feet to the northwest corner of Permanent Easement Parcel 907-801/ Part C as depicted on said Orlando Orange County Expressway Authority Right-of-Way Map, Project 907; thence run South 00° 06' 21" West, departing said southerly Limited Access Right-of-Way Line, along the west line of said Easement, a distance of 108.00 feet to the southwest corner of said Easement and the POINT OF BEGINNING; thence run South 89° 53' 39" East, along the south line of said Easement, a distance of 108.27 feet to the southeast corner of said Easement; thence departing said south line, run South 00° 17' 29" East, a distance of 47.30 feet; thence run South 89°58'12" West, a distance of 108.53 feet; thence run North 00°01'41" East, a distance of 47.56 feet to the POINT OF BEGINNING

Containing 5141 square feet or 0.118 acres, more or less

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the east line of the northeast 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°08'58" East. The average combined scale factor is 0.9998476.
2. The lands described and depicted hereon were not abstracted by this firm for right-of-way easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-536520A-2-DRL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- CL = Centerline
- CO = Circle
- MA = Monument
- TR = True
- OR = Original Record Book
- PG = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord Distance
- DA = Central Angle
- CS = Chord Bearing
- ED = Easement
- LS = Line Not To Scale
- RD = Road Intersection Number
- SR = State Road
- CFE = Central Florida Expressway Authority
- CFE = Right-of-Way
- CL = Centerline
- LA = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCD = Point of Compound Curvature
- TR = Point of Reverse Curvature
- M = Monument
- CM = Corner Monument
- RS = Railroad
- TL = Top of Line
- OC = Orange County
- EA = Easement Authority
- SM = Station Marker

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standard of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 47, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, Special Rules and Regulations shown hereon.

[Signature]
Florida Surveyor and Mapper License No. LS-0004203

THIS IS NOT A SURVEY

FOR ALL AROUND FLORIDA		LEGAL DESCRIPTION and SKETCH		DATE: 11/24/2015
DESIGNED BY: INTB	DATE: 11/24/2015	AMERICAN SURVEYING & MAPPING, INC.	REVISED	
DRAWN BY: REW	AMERICAN JOB No. 3374150802	1001 W. 3rd St. Suite 200		
APPROVED BY: RMT		ORLANDO, FLORIDA 32803		
		Phone: (407) 302-9970		
		Fax: (407) 302-9970		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
 ESTATE: PERMANENT DRAINAGE EASEMENT

26

POINT OF COMMENCEMENT

6"x6" concrete monument
 northeast corner Section 35,
 Township 23 South, Range 30 East

25

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

East line of the Northeast 1/4
 of Section 35,
 Township 23 South, Range 30 East
 (bearing basis)

S. R. 528 'Beach Line Expressway'

variable width right-of-way
 (per OOCEA Right-of-Way Maps Section 1.1 and
 1.2 and Project 907)

SAME POINT

500' 06" 56"E
 1250.02

Permanent Easement

northwest corner

SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

56° 53' 39"E 2585.93'

56° 53' 39"E
 108.27
 (south line)

500' 06" 21"W 108.00
 (west line)

POINT OF BEGINNING

southwest corner

907-801
 parcel

Comprehending Area
 Easement
 O.R.E. 141-35
 PG 5707

500' 17" 16"E
 47.30'

36

88° 58' 12"W 108.58'

Permanent Easement as depicted on (Map) Orange County
 Expressway Academic Right-of-Way Map, Florida 8, 2007

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA

DESIGNED BY: HNTB | DATE: 11/24/2015

DRAWN BY: PEW | AMEC JOB No. 3374150802

APPROVED BY: RMJ

LEGAL DESCRIPTION and SKETCH

AMEC PARALLEL WORLD ENVIRONMENTAL & INFRASTRUCTURE, INC.

20 East Pines Street, Suite 200

Orlando, FL 32811-1150

Phone: 407-522-7570

© Copyright © 2015 AMEC/Paralle World Environmental & Infrastructure, Inc.

PROJECT NO.

DATE

SCALE

BY

DATE

EXHIBIT "F"
(EASEMENT PARCEL 804)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the west line of the Northwest 1/4 of said Section 35, a distance of 589.13 feet to the south Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Goldenrod Road Extension Project 903 Right-of-Way Maps; thence run along said south Limited Access Right-of-Way Line the following five (5) courses and distances; thence run South 76°11'34" East, a distance of 368.99 feet; thence run South 75°51'57" East, a distance of 98.35 feet to a point on a non-tangent curve with a radius of 2770.79 feet, concave to the south; thence easterly along said curve to the right through a central angle of 7°40'18", a chord distance of 370.72 feet where the chord bears South 71°21'21" East an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence South 66°51'16" East, a distance of 98.35 feet; thence run South 66°31'16" East, a distance of 233.65 feet to the POINT OF BEGINNING; thence continue along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run South 66°31'16" East, a distance of 199.42 feet to a point on a curve with a radius of 2000.00 feet, concave to the north; thence easterly along said curve to the left through a central angle of 10°53'25", a chord distance of 379.57 feet where the chord bears South 71°57'58" East an arc distance of 380.14 feet; thence run South 77°24'41" East, a distance of 246.47 feet; thence run South 08°35'44" West, a distance of 22.89 feet to a point on a non-tangent curve with a radius of 3572.02 feet, concave to the north; thence departing said south Limited Access Right-of-Way Line, run westerly along said curve to the right through a central angle of 8°55'54", a chord distance of 556.26 feet where the chord bears N74°42'26"W an arc distance of 556.83 feet; thence run North 68°44'48" West, a distance of 274.06 feet; thence run North 22°02'13" East, a distance of 29.40 feet to the POINT OF BEGINNING.

Containing 0.42 acres, more or less

Surveyors Notes

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- (O.R.B.) = Official Records Book
- Pg = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID, or # = Identification
- | — = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R-W = Right-of-Way
- C = Centerline
- ||--- = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- CCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- NT = Non Tangent
- CM = Concrete Monument
- = section line
- ||--- = RA section line
- O.C.E.A. = Orlando Orange County Expressway Authority
- No = Number

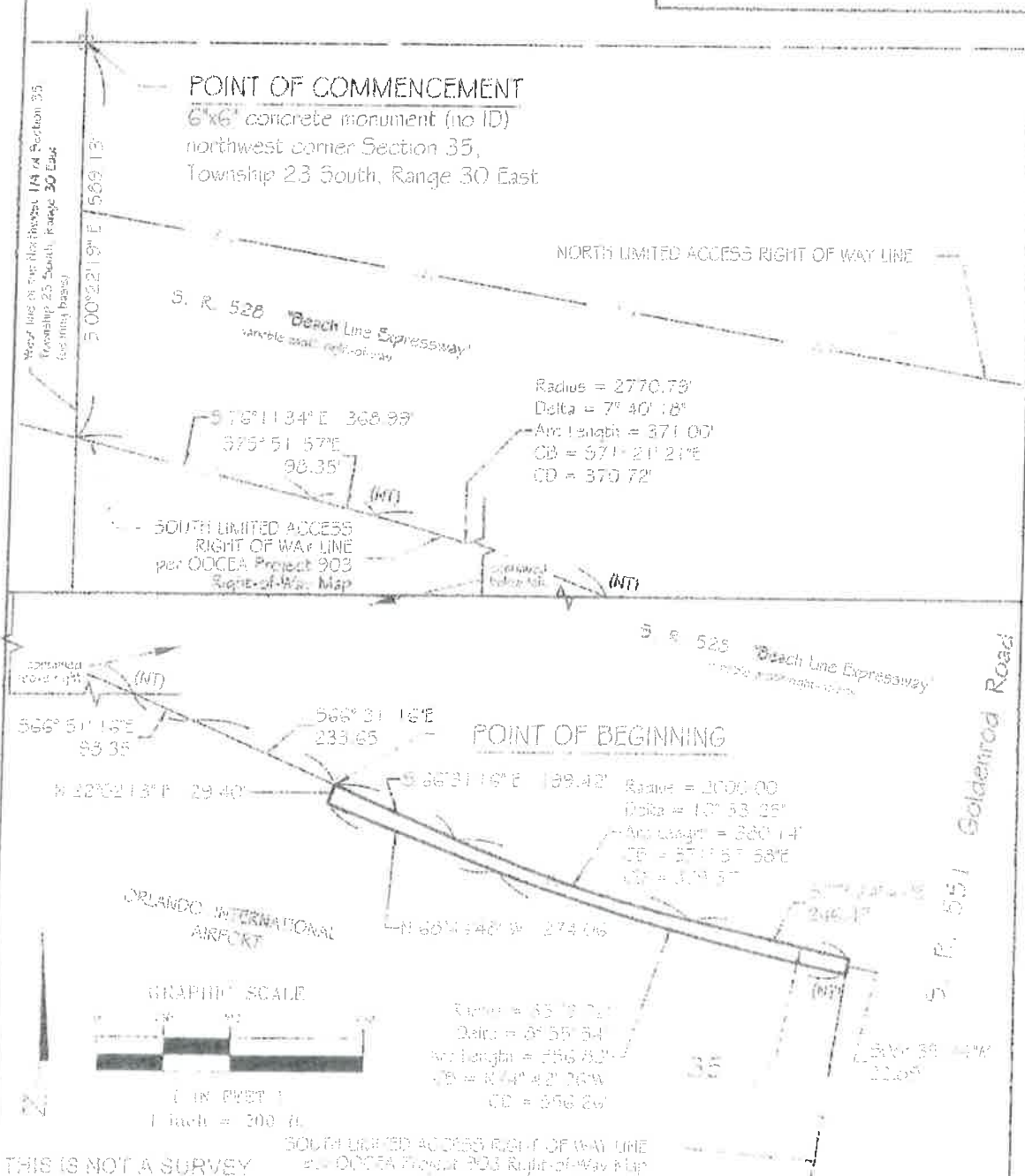
1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FPSCS), Florida East Zone (901), US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°22'19" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

THIS IS NOT A SURVEY

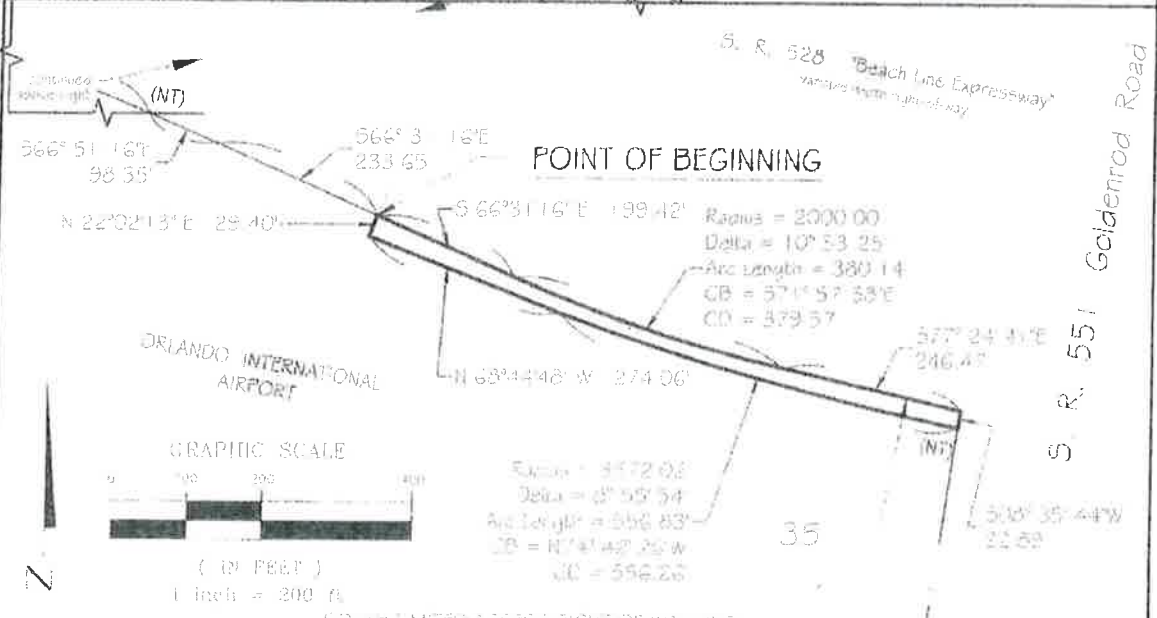
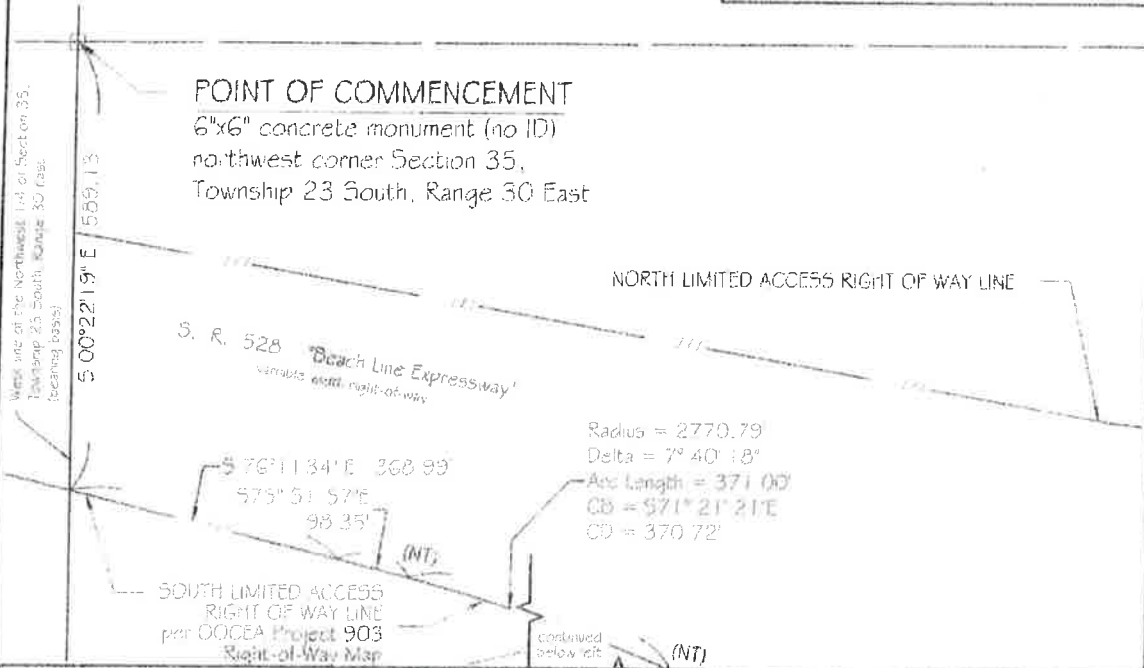
FOR ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2
DESIGNED BY HNTB	DATE 04/13/2016	AMEC Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS
DRAWN BY PEW	AMEC JOB No: 6374150802	75 East Annate Street, Suite 200 Orlando, FL 32801, USA Phone (407) 522-7570		DATE
APPROVED BY RMJ		Certificate of registration number 13-0007002		BY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
 ESTATE: PERMANENT DRAINAGE EASEMENT



FOR ALL ABOARD FLORIDA DESIGNED BY: HNTS DATE: 04/13/2016 DRAWN BY: PEW AMEC JOB No.: 65741502-12 APPROVED BY: RMJ		LEGAL DESCRIPTION and SKETCH Amec Foster Wheeler Environmental & Infrastructure, Inc. 1100 West 36th Street, Suite 200 Fort Lauderdale, FL 33309 Phone: 754.927.0000 Certificate of Authorization No. 125033002		SHEET 2 OF 2 22-12-12 01% 1/2" = 100'
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
 ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY HNTB	DATE 04/13/2016	Armed Foster Wheeler Environment & Infrastructure Inc.		2500 S. OAK ST.	
DRAWN BY PEW	AMEC JOB No. 8374150302	15 East Central Street, Suite 201		ORLANDO, FL 32801	
APPROVED BY RMJ		Orlando, FL 32801, USA		PHONE (407) 621-0370	
		Certificate of Authorization Number: 02-001-0302		DATE: 04/13/2016	

EXHIBIT "G"
(FORM OF SPECIAL WARRANTY DEED [528 RAMP PROPERTY])

Prepared By and Return To:

Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32812

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the ____ day of _____, 2018, by the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), and **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City") (hereinafter collectively referred to as "**Grantors**") to the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (hereinafter referred to as "**Grantee**").

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, transfer, alien, remise, release, convey, and confirm unto Grantee all Grantors' interest in those certain parcels of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**"), together with all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anywise appertaining, and all the estate, right, title, interest, claim.

AND the Grantors do hereby covenant with said Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantors.

SUBJECT TO taxes for the current year and subsequent years and the covenants, conditions and restrictions which are set forth below:

- a) Grantors reserve unto themselves, their successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right

to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Orlando International Airport.

b) Grantors and Grantee expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with the FAA Regulations, Part 77.

c) Grantors and Grantee expressly agree for themselves, their successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Orlando International Airport or interfere with the air navigation and or communication facilities serving Orlando International Airport, or otherwise constitute an airport hazard.

d) Grantors, Grantee, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

e) Grantors shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6A, paragraph 7-9.c.

Notice of Grantor's Release

The following provision is added as a condition of conveyance for the Subject Property:

(a) Grantors acknowledge and agree that the upon conveyance of the Subject Property to the Grantee, that the Subject Property shall be and is released from the provisions, covenants and other matters set forth in that certain Amended and Restated Operation and Use Agreement between the City of Orlando and Greater Aviation Authority dated August 31, 2015, and that certain Memorandum of Amended and Restated Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

"CITY"
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By: _____

Printed Name: _____

Title: _____

[Official Seal]

By: _____

Printed Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ____ DAY OF _____, 2018.

By: _____

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

ACKNOWLEDGMENT

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this ____ day of _____, 2018.

Notary Seal

Notary Public

Print Name: _____

My commission expires: _____

**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci S. Burnette-Snyder, Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

Print Name: _____

Print Name: _____

Date: _____, 2018

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2018,
for the use and reliance of the Greater
Orlando Aviation Authority, only.
Marchena and Graham, P.A., General
Counsel

By: _____
Marchena and Graham, P.A.

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, Phillip N. Brown, A.A.E., well known to me and known by me to be the Chief Executive Officer of the Greater Orlando Aviation Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Greater Orlando Aviation Authority as its true act and deed, and that he was duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

Commission Expires: _____

COMPOSITE EXHIBIT "A"

Legal Description of Subject Property (528 Ramp Parcel)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument marking the Northwest Corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'58" East, along the West line of the Northwest 1/4 of said Section 36, a distance of 1249.98 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority, Section 1.1 and 1.2 and Project 907 Right-of-Way Maps, thence run along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run South 89°53'39" East, a distance of 2364.44 feet to the POINT OF BEGINNING, thence continue South 89°53'39" East, a distance of 238.95 feet; thence run South 85°39'53" East, a distance of 392.00 feet, thence run South 79°44'28" East, a distance of 940.93 feet to the Northwest corner of Lot 1 of the plat of "7 - ELEVEN STORE NO. 27590" as recorded in Plat Book 76 at Page 119 of the Public Records of Orange County, Florida, thence departing said existing southerly Limited Access Right-of-Way Line, run South 30°08'18" East, along the west line of said Lot 1, a distance of 47.70 feet, thence departing said west line run North 88°00'03" West, a distance of 381.24 feet to a point of curvature of a curve concave to the northeast, thence run northwesterly along the arc of said curve having a radius of 1216.00 feet, a central angle of 13°47'50", a chord length of 292.12 feet bearing North 81°08'08" West, an arc distance of 292.82 feet, thence run North 74°12'13" West, a distance of 240.19 feet to a point of curvature of a curve concave to the southwest, thence run northwesterly along the arc of said curve having a radius of 2530.00 feet, a central angle of 08°28'51", a chord length of 374.14 feet bearing North 78°26'36" West, an arc distance of 374.49 feet; thence run North 82°41'04" West, a distance of 314.91 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way

Containing 2.28 acres more or less

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- ✓ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central FL Expressway Authority
- RAW = Right-of-Way
- ☉ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- - - = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

Surveyors Notes

- 1 Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of the northwest 1/4 of Section 36, Township 23 South, Range 30 East as being South 89°55'17" East. The average combined scale factor is 0.9999452.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
- 3 This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
- 5 This legal description and sketch may have been reduced in size by reproduction.
- 6 A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-1-ORL was reviewed by this firm. Schedule B-11 exceptions, if any, that can be plotted are shown.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 59-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes, subject to notes and notations shown hereon

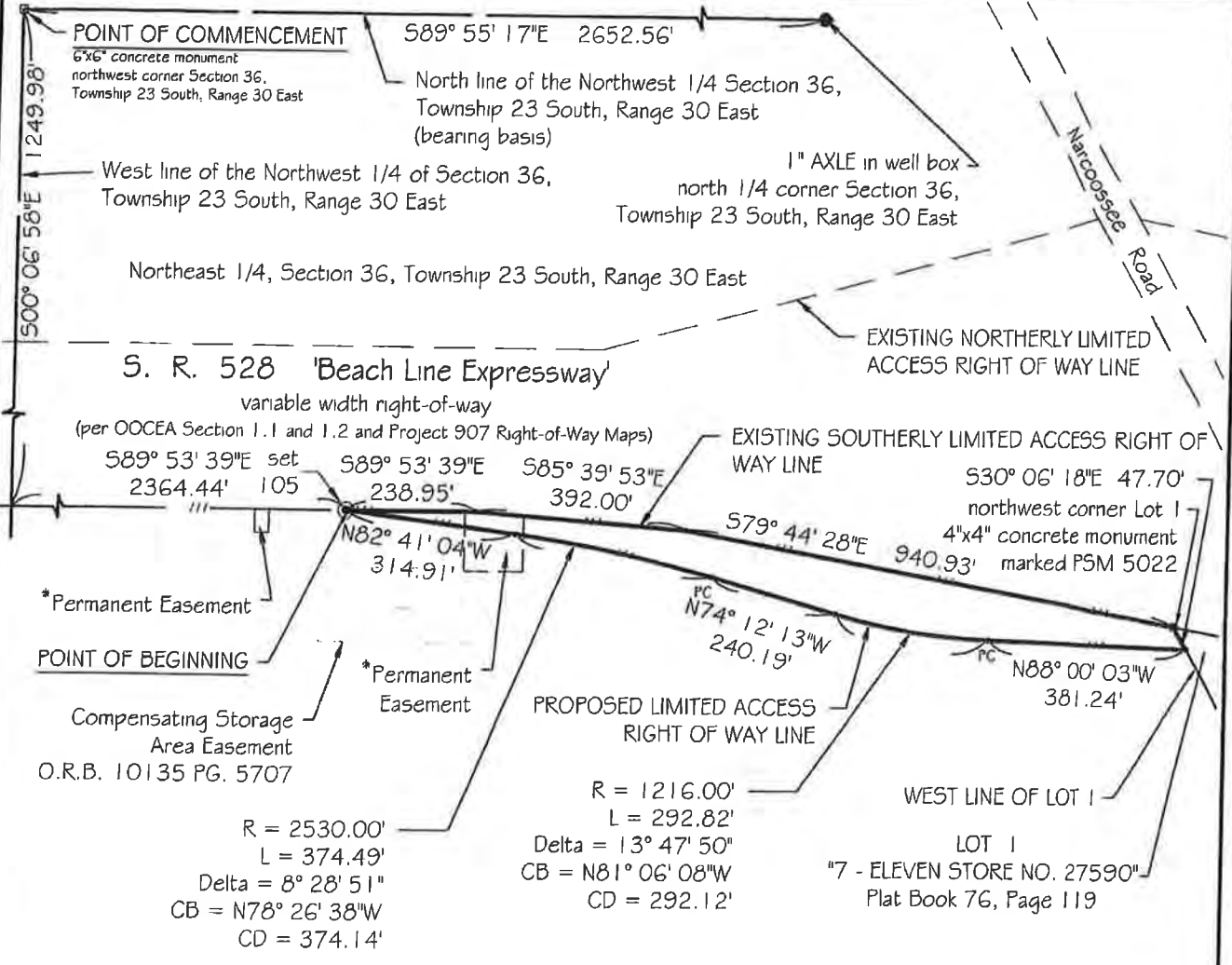

 Robert B. Adams, PLS
 Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

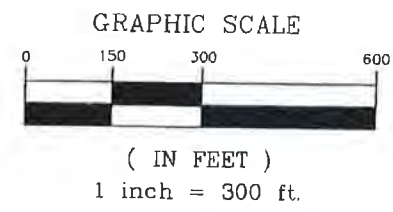
FOR ALL ABOARD FLORIDA

DESIGNED BY: HNTB	DATE: 11/24/2015	LEGAL DESCRIPTION and SKETCH	SHEET 1 OF 2						
DRAWN BY: PEW	AMEC JOB No 8374150802	<small>Amec Foster Wheeler Environment & Infrastructure Inc.</small> <small>75 East America Street, Suite 200</small> <small>Orlando, FL 32801 USA</small> <small>Phone: (407) 522-7570</small> <small>Certificate of Accreditation Number: LA-0381932</small>	<small>REVISIONS</small> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY			
NO.	DATE	BY							
APPROVED BY: RMJ			<small>DATE</small> <small>TIME</small> <small>SCALE</small> <small>PROJECT</small>						

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



* as depicted on Orlando-Orange County Expressway Authority SR 528 Right-of-Way Map Project 907



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ				DRAWING NAME: CFX at COAA-12 1-24.dwg	

EXHIBIT "H"
(FORM OF SPECIAL WARRANTY DEED [CARGO ROAD PROPERTY])

Prepared By and Return To:

Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32812

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the ____ day of _____, 2018, by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (hereinafter collectively referred to as "**Grantor**") to **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), and **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City") (hereinafter referred to as "**Grantees**").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, transfer, alien, remise, release, convey, and confirm unto Grantees all Grantor's interest in those certain parcels of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**"), ~~together with~~ all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way. *reserving*

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anywise appertaining, and all the estate, right, title, interest, claim.

AND the Grantor does hereby covenant with said Grantees that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantor.

SUBJECT TO taxes for the current year and subsequent years.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

"CFX"
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a public Corporation of the
State of Florida

ATTEST:

By: _____
Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

WITNESSES:

Printed Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.

Printed Name: _____

Counsel.

STATE OF FLORIDA
COUNTY OF ORANGE

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, _____, well known to me and known by me to be the Executive Director of the Central Florida Expressway Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Central Florida Expressway Authority as its true act and deed, and that he was duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

Commission Expires: _____

COMPOSITE EXHIBIT "A"

Legal Description of Subject Property (Cargo Road Parcel)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a POINT OF BEGINNING the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 01°05'28" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2917.95 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as depicted on the Official Plat of Section 34, Township 23 South, Range 30 East, Orange County, Florida and a point on a non-tangent curve curving to the north, bearing northwesterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 03°49'17", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'28" East, non-tangent to said curve, a distance of 283.53 feet to point of curvature of a non-tangent curve curving to the southeast; thence run northeasterly along the arc of said curve having a radius of 886.00 feet, a central angle of 19°05'28", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 283.26 feet; thence run North 63°01'47" East, non-tangent to said curve, a distance of 151.28 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way Line, run North 14°23'08" East, a distance of 88.02 feet to the south boundary of a parcel of land identified as polo square, sign number 135 and as described in Official Records Book 10461 at Page 5069 of said Public Records; thence run South 80°05'11" East, along the said south boundary, a distance of 3.25 feet; thence North 09°54'48" East, along the east boundary of said parcel, a distance of 10.00 feet; thence North 80°05'11" West, along the north boundary of said parcel, a distance of 2.42 feet; thence departing said north boundary, run North 14°23'08" East, a distance of 113.90 feet; thence run North 83°02'42" East, a distance of 38.08 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 06°43'35" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 203.18 feet; thence run South 83°01'47" West, along said existing southerly Limited Access Right-of-Way Line, 85.15 feet to the POINT OF BEGINNING.

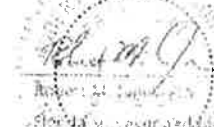
Containing 8963 square feet or 0.229 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any Central Florida Expressway Authority right-of-way property which may otherwise accrue to any property adjoining said right-of-way. Subject to permanent drainage easement in favor of Central Florida Expressway Authority.

Surveyors Notes

1. Bearings and distances depicted herein are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (F01), US Survey Feet, based on the north line of Section 34, Township 23 South, Range 30 East as being North 89°50'19" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted herein were not abstracted by this firm for rights-of-way easements, easements or other instruments of record.
3. This legal description and sketch is not valid without the signature and original, raised seal of the signing Florida registered surveyor and mapper.
4. The location and contour of the lands described and depicted herein were provided by the client.
5. This legal description and sketch may have been deduced in this representation.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NC5-546539A-C1-CP1, was reviewed by this firm. Schedule B-1 exceptions, if any, that can be plotted are shown.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description was drafted in accordance with the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 63-17, Florida Administrative Code, promulgated under 63C.0175, Florida Statute, Subject to Professional Rotation: *Walter H. ...*

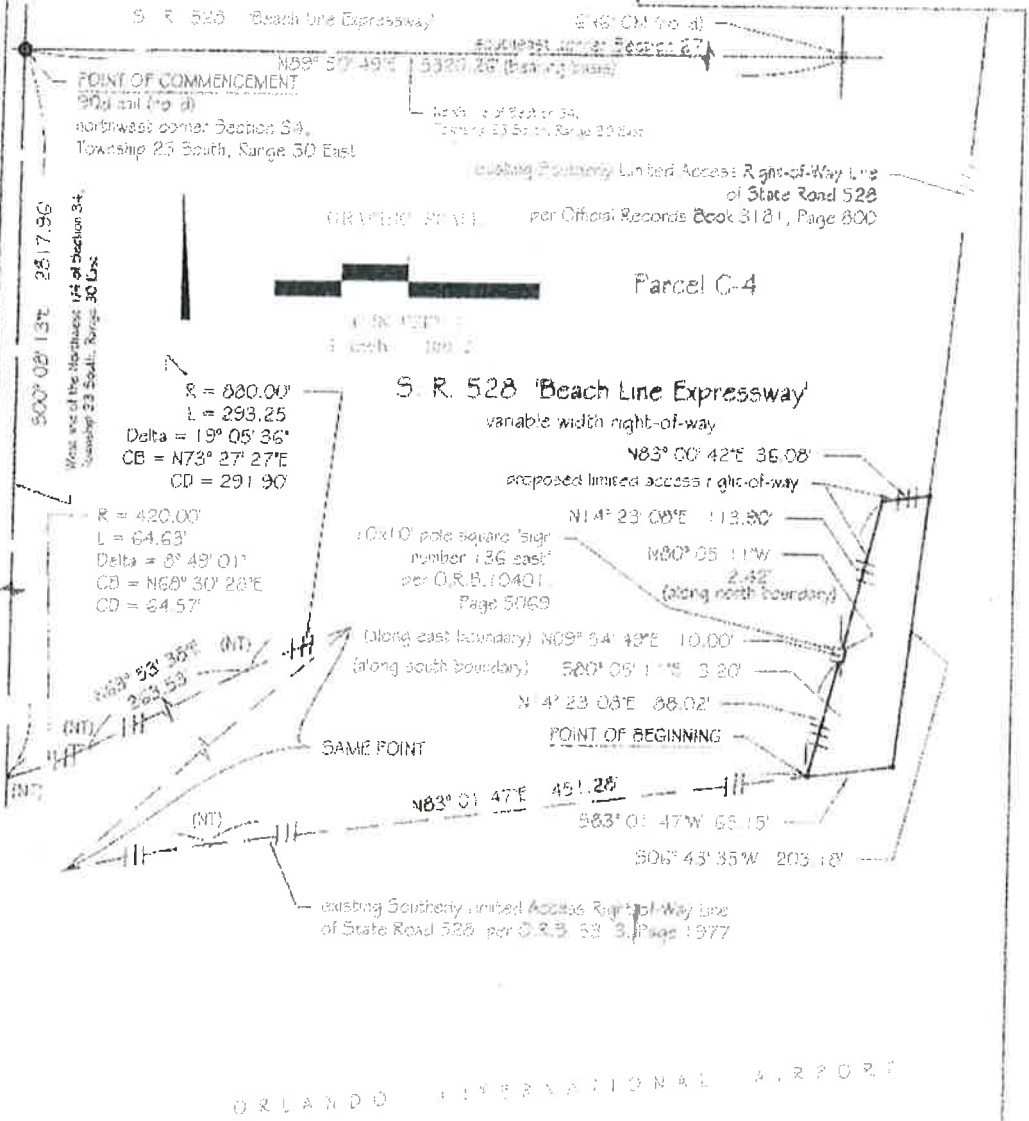

Walter H. ...
 Registered Professional Surveyor and Mapper
 Florida License No. 120000001

THIS IS NOT A SURVEY

FOR ALL ABOUT FLORIDA
 DESIGNED BY: HOUTH DATE: 11/12/2018
 DRAWN BY: PEI AMSC 00128-03 (11/18)
 APPROVED BY: RSH

LEGAL DESCRIPTION and SKETCH
 AMSC Environment & Infrastructure, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE



500' 02' 13"E 2517.96'
 West side of the Northside 1/4 of Section 34,
 Township 23 South, Range 30 East

R = 880.00'
 L = 293.25'
 Delta = 19° 05' 36"
 CB = N73° 27' 27"E
 CD = 291.90'

R = 420.00'
 L = 64.63'
 Delta = 8° 49' 01"
 CB = N60° 30' 22"E
 CD = 64.57'

N83° 01' 47"E 451.28'
 583° 01' 47"W 65.15'
 506° 43' 35"W 203.18'

N14° 23' 08"E 86.02'

N80° 05' 11"W 2.42'
 (along north boundary)

N09° 54' 43"E 10.00'
 (along east boundary)

S20° 05' 11"E 3.20'
 (along south boundary)

proposed limited access right-of-way

existing Southern Limited Access Right-of-Way Line
 of State Road 528 per O.R.B. 53-3, Page 1977

10x10 pole square sign
 number 136 east
 per O.R.B. 10401
 Page 5069

THIS IS NOT A SURVEY

FOR: ALL AROUND FLORIDA
 DESIGNED BY: HNTB DATE: 11/24/2018
 DRAWN BY: PTW AMEC JOB No.: 6571180202
 APPROVED BY: JNJ

EXHIBIT "I"
(FORM OF DRAINAGE EASEMENT)

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814-6687

For Recording Purposes Only

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between the **CITY OF ORLANDO** (the "City"), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, the **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, to and in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 ("CFX").

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"), as an independent special district and agency of the City; and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.097 acres, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Easement Parcel 801" or "CFX Drainage Easement at OIA #1"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.035 acres, being more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("Easement Parcel 802" or "CFX Drainage Easement at OIA #2"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.118 acres, being more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("Easement Parcel 803" or "CFX Drainage Easement at OIA #3"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.42 acres, being more particularly described on **Exhibit**

“D” attached hereto and incorporated herein by this reference (“Easement Parcel 804” or “CFX Drainage Easement at OIA #4”); and

WHEREAS, GOAA occupies, controls and operates the Orlando International Airport (the “Airport”) where Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 (collectively the “Easement Parcels”) are located, pursuant to that certain Amended and Restated Operation and Use Agreement, dated August 31, 2015 (the “Operating Agreement”); and

WHEREAS, All Aboard Florida (the “Rail Company”) is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the “Rail Project” or “Project”); and

WHEREAS, as a result of the development of the Rail Project, CFX will have to redirect drainage and will require drainage easements from City and GOAA on the Easement Parcels (“Drainage Easements”); and

WHEREAS, City and GOAA desire to grant such the Drainage Easements to CFX in the Easement Parcels, as defined below, under terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by this reference.
2. **Grant of Easement.** City and GOAA hereby grant and convey to CFX, for the benefit of CFX, a non-exclusive easement for ingress, egress, access, drainage, use, construction, maintenance, repair and replacement of a drainage ditch, pipe, line and facility (the “Drainage Facilities”) on, over, across, under the Easement Parcels free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except such conveyance is subject to the permitted exceptions set forth in **Exhibit “E”** attached hereto and incorporated herein by this reference (the “CFX Permitted Exceptions”). City and GOAA or their successors in interest shall be entitled to use the Easement Parcels for any use not inconsistent with CFX’s use; provided, such use shall not in any manner adversely affect CFX’s use or enjoyment of the Easement Parcels.
3. **CFX’s Covenants.** CFX agrees that all materials to be furnished and work to be performed on the Easement Parcels shall be performed in accordance with all applicable laws, ordinances, and regulations and City and GOAA shall not be responsible to pay for any materials or work to be performed on the Easement Parcels in connection with the Drainage Easements.
4. **Maintenance.** CFX agrees to maintain said Drainage Easements within the Easement Parcels, and to pay all costs and expenses associated with its use of the Drainage Easements. CFX shall have the right to clear and keep clear all trees, undergrowth and other non-

vital obstructions that may interfere with the normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement. CFX shall bear all costs and expenses for the continuing maintenance associated with its use of the Drainage Easements. Maintenance shall be accomplished in a manner so as to cause no unreasonable interference with the use of the Airport property. CFX shall be responsible for ensuring that all improvements with the Drainage Easement shall at all times be and remain in compliance with the requirements of any and all applicable governmental authorities. City or GOAA shall have no duty to inspect or maintain the Drainage Facilities, Easement Parcels or improvements. In the event that CFX fails to maintain the Drainage Easement or Easement Parcels in accordance with any and all applicable governmental authorities, City and/or GOAA (as applicable) shall provide written notice of CFX's failure to maintain. If proper maintenance has not been performed by CFX and CFX does not cure within thirty (30) days of the date of its receipt of notice from City or GOAA (as applicable), then City or GOAA may perform or have others perform such maintenance and shall charge the reasonable and necessary cost of such maintenance to CFX. Within thirty (30) days of CFX receipt of written notice from City or GOAA of such charges incurred for the performance of maintenance pursuant to this section, CFX shall reimburse City or GOAA (as applicable) for the cost and expense of such maintenance. CFX shall not be required to reimburse City or GOAA (as applicable) for costs and expenses unrelated to CFX's use of the Drainage Easement.

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

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: Joseph L. Passiatore, Esq.
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101

Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attn: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy K. Payne, Esq.

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

6. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

7. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of City, GOAA, and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

9. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear their own fees, costs and expenses.

[SIGNATURE PAGES FOLLOWING]

For Recording Purposes Only

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

**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2018

WITNESSES:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ___ DAY OF
_____, 2018.

Marchena and Graham, P.A., General Counsel.

Print Name: _____

By: _____
Marchena and Graham, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared Phillip N. Brown, A.A.E., as Chief Executive Officer of the Greater Orlando Aviation Authority, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said Greater Orlando Aviation Authority, and acknowledged the execution thereof to be his free act and deed as such officer and that he was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this ____ day of _____, 2018.

Notary Public
My commission expires: _____

For Recording Purposes Only

“CITY”

CITY OF ORLANDO, FLORIDA,

a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By: _____

Printed Name: _____

Title: _____

[Official Seal]

By: _____

Printed Name: _____

Title: _____

Date: _____

WITNESSES:

Printed Name: _____

Printed Name: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____, 2018.

By: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

For Recording Purposes Only

"CFX"
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

WITNESSES:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE CENTRAL
FLORIDA EXPRESSWAY AUTHORITY ONLY.
_____, Counsel.

Print Name: _____

By: _____
Print: _____
Date: _____, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as Executive Director of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He is personally known to me.

(Signature of Notary Public)

(Printed name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "A"
("EASEMENT PARCEL 801")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #801
ESTATE; PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.98 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: (1) northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 88°30'28" East, an arc distance of 64.63 feet thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast, thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 18°05'38", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet, thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet; thence run North 14°23'08" East a distance of 88.02 feet to a parcel of land identified as pole square "sign number 138 east" as described in Official Records Book 10401 at Page 3069 of said Public Records thence run South 80°05'11" East, a distance of 3.29 feet; thence North 09°54'48" East a distance of 10.00 feet, thence North 80°05'11" West, a distance of 2.42 feet; thence departing said parcel of land, run North 14°23'05" East a distance of 48.33 feet to the POINT OF BEGINNING; thence run North 14°23'08" East, a distance of 15.16 feet; thence run South 32°04'56" East, a distance of 41.58 feet; thence run South 59°09'28" East, a distance 86.50 feet; thence run South 77°35'33" West, a distance of 188.48 feet; thence run South 82°52'52" West, a distance of 15.56 feet; thence run North 17°55'58" East, a distance of 161.32 feet; thence run North 59°07'53" West, a distance of 88.95 feet; thence run North 92°08'40" West, a distance of 42.72 feet to the POINT OF BEGINNING.

Containing 4240 square feet or 0.097 acres, more or less

Surveyors Notes

1. Bearings and distances depicted herein are relative to the North American Datum of 1983 / Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (301), US Survey Feet, based on the north line of Section 34, Township 23 South, Range 30 East as being North 80°30'45" East. The average combined scale factor is 0.99999705.
2. The lands described and depicted herein were not obstructed by this firm for rights-of-way, easements, ownership, or other encumbrances or record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and insurer.
4. The location and configuration of the lands described and depicted herein were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 01, 2015, file number MCS SPAC 04-2-025 was reviewed by this firm. Schedule B-B exceptions, if any, that can be plotted are shown.

LEGEND

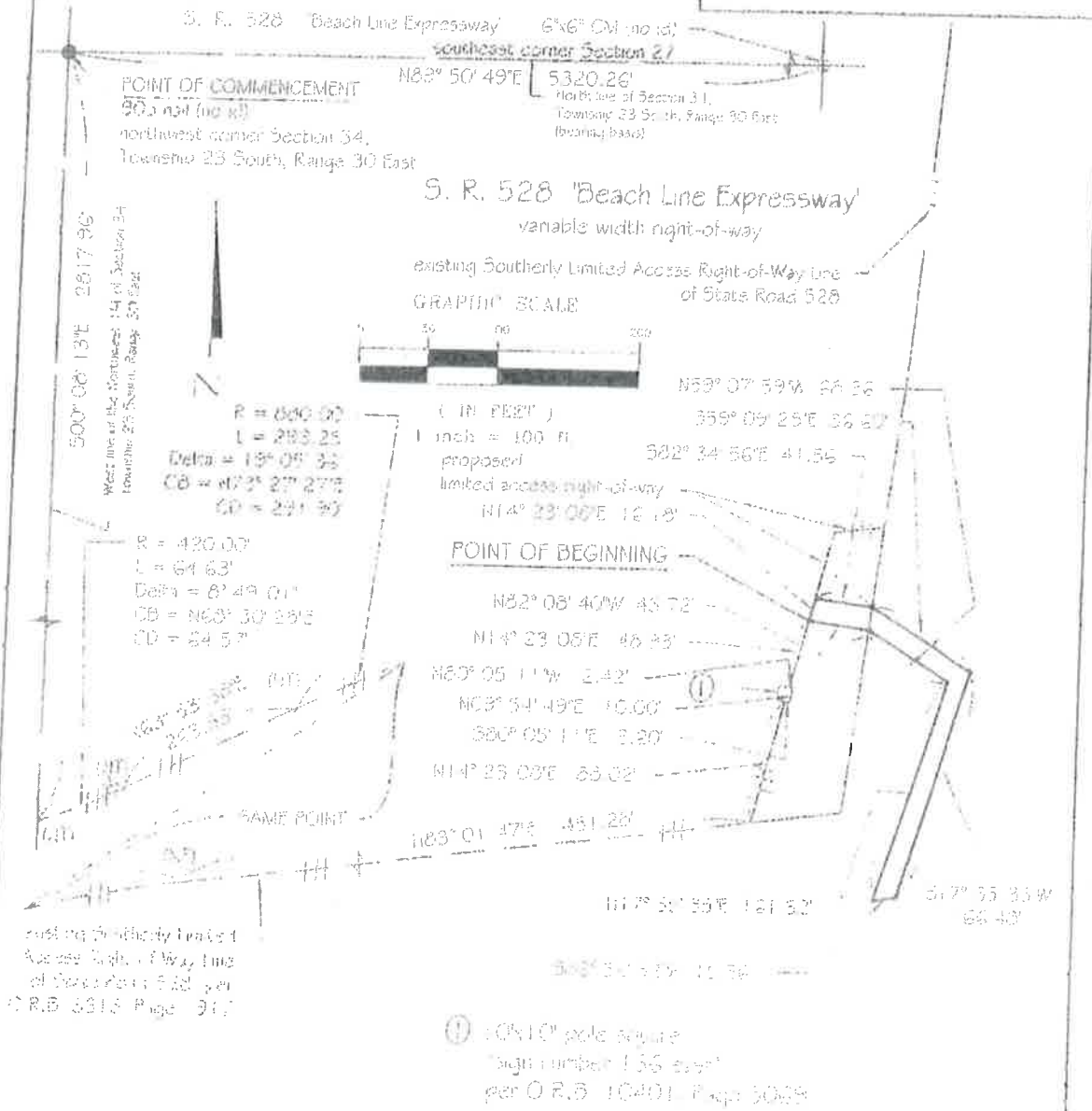
- 01 - Surveyor
- 02 - Client
- 03 - Metamorph
- 04 - T&E
- 05 - Utility Record Book
- 06 - Ridge
- 07 - Radius
- 08 - Length of curve (arc distance)
- 09 - Point of Curvature
- 10 - Center of Curvature
- 11 - Arc Distance
- 12 - Stationing
- 13 - Elevation
- 14 - Elevation (with Height of Instrument)
- 15 - Point of Curvature
- 16 - Point of Curvature
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- 99 - Point of Curvature
- 100 - Point of Curvature

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 59-17, Florida Administrative Code, pursuant to Chapter 117, Florida Statutes. Subject to Advances and Claims, the withinenson

Robert M. Jones, PLS
Florida Registered Professional Surveyor, License No. LS 0604201

THIS IS NOT A SURVEY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #901
 ESTATE: PERMANENT DRAINAGE EASEMENT



R = 640.00'
 L = 2193.25'
 Delta = 18° 05' 33\"/>

R = 420.00'
 L = 64.63'
 Delta = 8° 49' 01\"/>



POINT OF BEGINNING

N82° 08' 40\"/>

① 10\"/>

existing Southerly Limited Access Right-of-Way line of State Road 528 per O.R.B. 3313 Page 317

IRLANDO INTERNATIONAL

THIS IS NOT A SURVEY

FOR ALL ABOARD FLORIDA

DESIGNED BY HNTS DATE 11-24-2015
 DRAWN BY RWJ AMES JOB NO. 5374150802
 APPROVED BY RML

LEGAL DESCRIPTION and SKETCH

Wanda Foster, Plaintiff vs. Central Florida Expressway Authority, Defendant
 Cause No. 2011-1000
 State of Florida
 County of Orange
 11/24/2015

PROJECT NO.
 528-1240
 DATE
 11/24/2015
 DRAWN BY
 RWJ
 CHECKED BY
 RML
 APPROVED BY
 RML

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "B"
("EASEMENT PARCEL 802")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument (no identification) marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the East line of the Northeast 1/4 of said Section 34, a distance of 552.92 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Section 1.1 and 1.2 Right-of-Way Maps; thence run North 85°13'05" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 535.44 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way line run South 11°28'31" West, a distance of 66.64 feet; thence run North 78°18'13" West, a distance of 23.07 feet; thence run North 11°28'54" East, a distance of 65.87 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 80°13'05" East, along said existing southerly Limited Access Right-of-Way line, a distance of 23.07 feet to the POINT OF BEGINNING.

Containing 1528 square feet or 0.035 acres, more or less

Surveyors Notes

- Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) - US Survey Foot, based on the east line of the northeast 1/4 of Section 34, Township 23 South, Range 30 East as being South 00°22'19" East. The average combined scale factor is 0.9999476.
- The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
- This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
- The location and configuration of the lands described and depicted hereon were provided by the client.
- This legal description and sketch may have been reduced in size by reproduction.
- A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCI-586539A-2-ORI, was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R. = Radius
- L. = Length of curve (arc distance)
- C. = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID. = Identification
- g. = Line Not To Scale
- PI = Point Identification Number
- S.P. = State Road
- CFR = Central Florida Expressway Authority
- R/W = Right-of-Way
- = Calculated
- = Limited Access Right-of-Way line
- PO = Point of Curvature
- PT = Point of Tangency
- POC = Point of Curvature to Curve
- POB = Point of Beginning to Curve
- = Non Tangent
- = Concrete monument
- = monument
- = Identification
- COB = Unknown County Property
- = Right-of-Way boundary
- = Boundary

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 45-17, Florida Administrative Code, pursuant to Chapter 471, Florida Statutes. Subject to notes and locations shown hereon.

[Signature]
Robert M. Jones, PLS
Florida Surveyor and Mapper License No. 15-0004201

THIS IS NOT A SURVEY

FOR ALL BOARD POSITIONS	LEGAL DESCRIPTION and SKETCH	PREP. BY
DESIGNED BY DATE 11/22/2015	AMC JOB NO. 337450802	DATE 11/22/2015
DRAWN BY: PBA	AMC JOB NO. 337450802	DATE 11/22/2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #802
 ESTATE: PERMANENT DRAINAGE EASEMENT

27

26

POINT OF COMMENCEMENT

6"x6" concrete monument (no ID)
 northeast corner Section 34,
 Township 23 South, Range 30 East

East line of the Northeast 1/4 of Section 34,
 Township 23 South, Range 30 East
 (bearing basis)

EXISTING NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

S. R. 528 Beach Line Expressway
 variable width right-of-way
 (per OOCEA Section 1.1 and 1.2 Right-of-Way Maps)

58° 13' 03" N 23.07'

EXISTING SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

180° - 3' 35" N 03° 44'

POINT OF BEGINNING

3° 12' 51" W 66.04'

100° 07' 34" S 30.17'

1° 17' 27" N 49.53'

26° 23' 30" S 341.25' 00"

34

35

THIS IS NOT A SURVEY

FOR ALL AROUND FLORIDA

DESIGNED BY: HITE & DYE (1/24/2011)

DRAWN BY: POW AMEC JOB No: 3374150002

APPROVED BY: [Signature]

LEGAL DESCRIPTION and SKETCH

Page 1 of 1

1/24/2011

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "C"
("EASEMENT PARCEL 803")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at CIA #803
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 09°08'58" East, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.09 feet to the southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Maps, Section 1.1 and 1.2 and Project 907; thence run South 89°53'59" East, along said southerly Limited Access Right-of-Way Line, a distance of 2583.98 feet to the northwest corner of Permanent Easement Parcel 907-801/ Part C as depicted on said Orlando Orange County Expressway Right-of-Way Map, Project 907; thence run South 00° 06' 21" West, departing said southerly Limited Access Right-of-Way Line, along the west line of said Easement, a distance of 108.00 feet to the southwest corner of said Easement and the POINT OF BEGINNING; thence run South 89° 53' 39" East, along the south line of said Easement, a distance of 108.27 feet to the southeast corner of said Easement; thence departing said south line, run South 00° 17' 29" East, a distance of 47.30 feet; thence run South 89°58'12" West, a distance of 108.53 feet; thence run North 00°01'41" East, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FPSCS), Florida East Zone (00L), US Survey Feet, based on the east line of the northeast 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°06'56" East. The average combined scale factor is 0.9999478.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-387528A-2-ORL was reviewed by this firm. Schedule B-6 exemptions, if any, that can be plotted are shown.

LEGEND:

- CD = Circle/Case
- CO = Contour
- DM = Measured
- FB = Foot
- OR = Original Record Book
- Pa = Page
- R = Radius
- L = Length of line (arc distance)
- C = Chord distance
- Ca = Central angle
- CB = Curve Bearing
- CO = Circumference
- Li = Line foot to scale
- Pa = Point identified to Monitor
- SP = State Road
- CR = County Right-of-Way Authority
- BY = Boundary
- D = Ditch
- EA = Easement
- PA = Point of Access Right-of-Way
- PC = Point of Curvature
- PT = Point of Tangency
- PO = Point of Compound Curvature
- PO = Point of Forward Curvature
- RT = Right of Way
- SM = State Monument
- ST = Station
- TR = Township
- CR = County
- OR = Orange County
- SE = Section
- 36 = Section 36

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 11, Florida Administrative Code, pursuant to Chapter 401, Florida Statutes. Subject to notes and notations shown hereon.

[Signature]
Surveyor
Florida Registered Surveyor, License No. LS-0004201

THIS IS NOT A SURVEY

FOR ALL BOARD ORDERS	LEGAL DESCRIPTION and SKETCH
DESIGNED BY: HNTS	DATE: 11/24/2015
DRAWN BY: BERT	AMEND JOB No: 537/130602
APPROVED BY: SMJ	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #803
 ESTATE: PERMANENT DRAINAGE EASEMENT

26

POINT OF COMMENCEMENT

25

6"x6" concrete monument
 northeast corner Section 35,
 Township 23 South, Range 30 East



(IN FEET)
 1 inch = 100 ft.

NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

East line of the Northeast 1/4
 of Section 35,
 Township 23 South, Range 30 East
 (bearing basis)

S. R. 528 'Beach Line Expressway'
 variable width right-of-way
 (per OOCEA Right-of-Way Maps Section 1.1 and
 1.2 and Project 907)

SAME POINT

100' 00" 54"E
 1250.07'

Permanent Easement

northwest corner

SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

58° 55' 59"E 2563.50'

58° 55' 39"E
 108.27'
 (south line)

500' 06" 21"W 108.00'
 (west line)

POINT OF BEGINNING

southwest corner

907-301
 part c



35

36

As shown Project 907 as recorded on Order of Grant for 2014 in
 Central Florida Expressway Authority, Right-of-Way Maps, Project 907

THIS IS NOT A SURVEY

FOR ALL AGENTS FLORIDA

LEGAL DESCRIPTION and SKETCH

DESIGNED BY: RNTS DATE: 11/24/015
 DRAWN BY: PEM AMEC JOB No. 8374150802
 APPROVED BY: RMJ

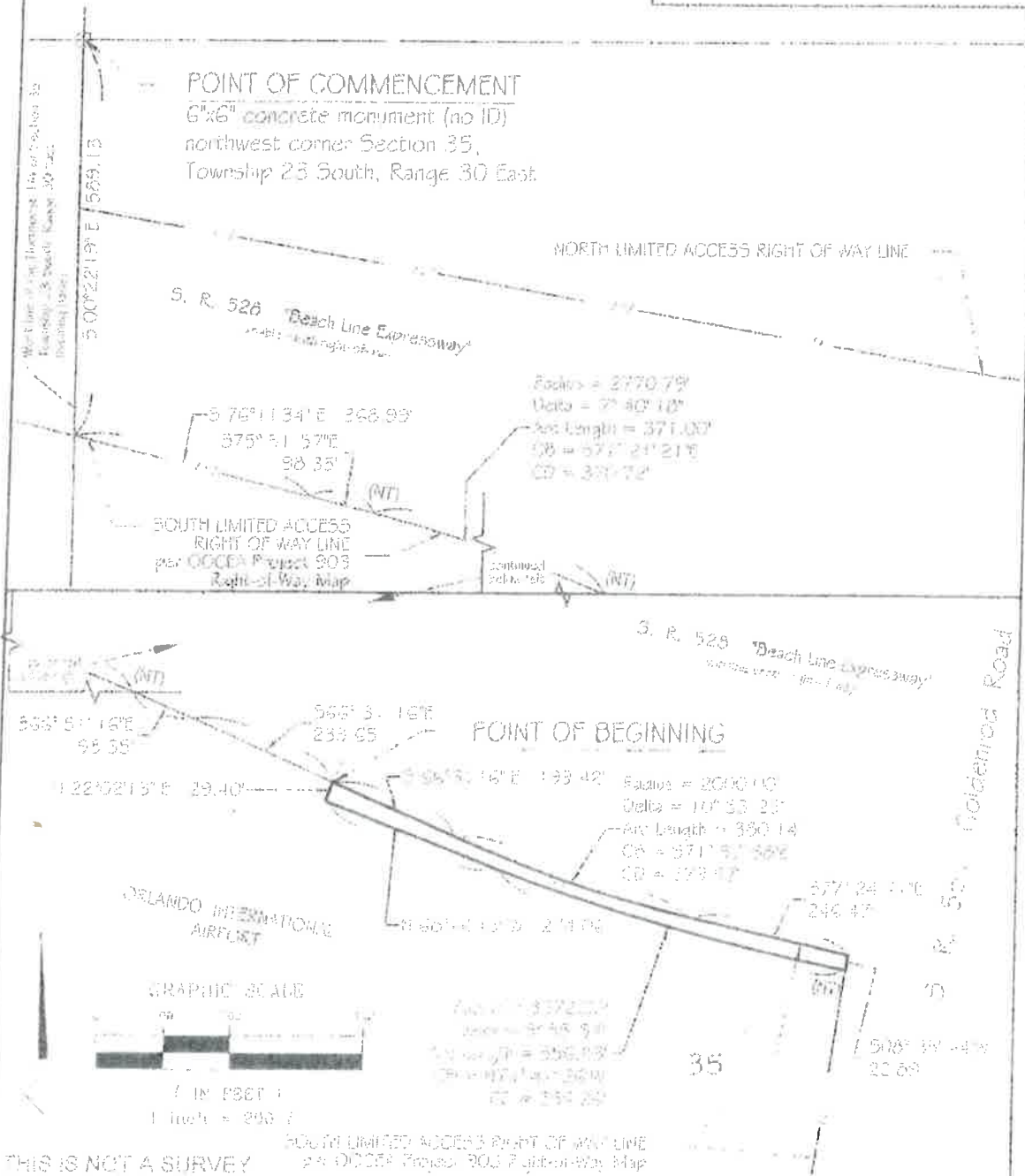
Amec Foster Wheeler Civil and Infrastructure, Inc.
 10000 West Orange Blvd., Suite 200
 Orlando, FL 32835, USA
 Tel: 407.321.7373
 Fax: 407.321.7373

Sheet 3 of 3

DATE: 11/24/015

12/24/2015 11:41 AM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-1240
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
 ESTATE PERMANENT DRAINAGE EASEMENT



FDL ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		PROJECT No. 1
DESIGNED BY: HNTB	DATE: 04/13/2015	<small> HNTB CONSULTING ENGINEERS & ARCHITECTS, INC. 14500 BAYVIEW BLVD., SUITE 200 MIAMI BEACH, FLORIDA 33154 (305) 441-7200 </small>		DATE: 04/13/2015
DRAWN BY: PEM	AMENDMENT No: 5374160602			SCALE: AS SHOWN
APPROVED BY: RMJ				DATE: 04/13/2015

EXHIBIT "E"
("CFX Permitted Exceptions")

1. City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.
2. CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.
3. CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.
4. CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the Easement Parcels onto Orlando International Airport Property for aeronautical purposes.
5. City and GOAA shall insure that if the Easement Parcels are used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the Easement Parcels to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e.

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "J"
(CFX PERMITTED EXCEPTIONS)

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "K"
(GOAA PERMITTED EXCEPTIONS)


CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 18, 2019

SUBJECT: Approval of Cummins SE Power, Inc. as a Subcontractor for the Facilities
Maintenance Services Contract with ICA/DBI Services
Contract No. 001150

ICA/DBI Services, CFX's Facilities Maintenance Services Contractor, has requested approval to use Cummins SE Power, Inc. to provide generator parts and labor. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by ICA/DBI Services when its contract with CFX was originally awarded.

Board approval of Cummins SE Power, Inc. as subcontractor to ICA/DBI Services is requested.

Reviewed by: 
Donald Budnovich, PE
Director of Maintenance 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: ICA/DBI Services Date: 4/1/2019

CFX Contract Name: Facilities Maintenance Services CFX Contract No.: 001150

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

Subconsultant/Subcontractor Name: Cummins SE Power Inc.

Address: 600 North Watson Road, Arlington, TX 76011

Phone No.: 806-373-3793

Federal Employee ID No.: 26-1533189

Description of Services to Be Sublet: Provide Generator Parts & Labor

Estimated Beginning Date of Sublet Services: June 2017

Estimated Completion Date of Sublet Services: May 24, 2021

Estimated Value of Sublet Services*: \$28,984.00

*(Not to exceed \$24,999.99 without prior Board Approval)

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

Requested By: Wendy Jimille
(Signature of Consultant/Contractor Representative)

DBI Services, Project Manager
Title

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

Date: 4/2/19

Approved by: JA Berens
(Signature of Appropriate Services Chief)

Date: 4/3/19


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**Consent Agenda Item
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 18, 2019

SUBJECT: Approval of Carrier Commercial Service as a Subcontractor for the Facilities Maintenance Services Contract with ICA/DBI Services
Contract No. 001150

ICA/DBI Services, CFX's Facilities Maintenance Services Contractor, has requested approval to use Carrier Commercial Service to provide HVAC maintenance service. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by ICA//DBI Services when its contract with CFX was originally awarded.

Board approval of Carrier Commercial Service as subcontractor to ICA/DBI Services is requested.

Reviewed by: 
Donald Budnovich, PE
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: ICA/DBI Services Date: April 1, 2019

CFX Contract Name: Facilities Maintenance Services CFX Contract No.: 001150

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

Subconsultant/Subcontractor Name: Carrier Commercial Service

Address: 7305 Greenbrier Parkway Orlando, Florida 32819

Phone No.: 407-521-2218

Federal Employee ID No.: 06-0991716

Description of Services to Be Sublet: HVAC Maintenance (Chiller)

Estimated Beginning Date of Sublet Services: June 6, 2016

Estimated Completion Date of Sublet Services: 5/24/2021

Estimated Value of Sublet Services*: \$56,927.09

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet;

Requested By: Wendy Spinale
(Signature of Consultant/Contractor Representative)

DBI, Project Manager
Title

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

Date: 4/2/19

Approved by: JA Berens
(Signature of Appropriate Services Chief)

Date: 4/3/19

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 20, 2019

SUBJECT: Approval of Ring Power Corporation as a Subcontractor for the Facilities
Maintenance Services Contract with DBI/ICA Services
Contract No. 001150

DBI/ICA Services, CFX's Facilities Maintenance Services Contractor, has requested approval to use Ring Power Corporation to provide generator maintenance. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by DBI/ICA Services when its contract with CFX was originally awarded.

Board approval of Ring Power Corporation as subcontractor to DBI/ICA Services is requested.

Reviewed by: 
Donald Budnovich, PE
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: DBI/ICA Date: 5/17/2019

CFX Contract Name: Facilities Maintenance Services CFX Contract No.: 001150

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

Subconsultant/Subcontractor Name: Ring Power Corporation

Address: PO Box 935004, Atlanta, GA 31193-5004

Phone No.: 904-377-7730

Federal Employee ID No.: 59-0934246

Description of Services to Be Sublet: Generator Maintenance

Estimated Beginning Date of Sublet Services: 5/17/2019

Estimated Completion Date of Sublet Services: 5/17/2023

Estimated Value of Sublet Services*: \$26,394.96

*(Not to exceed \$24,999.99 without prior Board Approval)

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

Requested By: Wendy J. Giville
(Signature of Consultant/Contractor Representative)
ICA/DBI Services Project Manager
Title

Recommended by: [Signature] Date: 5/17/19
(Signature of Appropriate CFX Director/Manager)

Approved by: JA Berenes Date: 5/20/19
(Signature of Appropriate Services Chief)


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 23, 2019

SUBJECT: Approval of Contract Award for Systemwide Bridge Inspection Services to Kisinger, Campo & Associates (KCA), Corp.
Contract No. 001527

Letters of Interest (LOI) from professional engineering consultants to provide systemwide bridge inspections services for CFX was advertised on March 3, 2019. Responses were received from five (5) firms by the deadline. Those firms were Ayres Associates, Inc., Consor Engineers, LLC, KCA, TranSystem Corporation Consultants and Volkert, Inc.

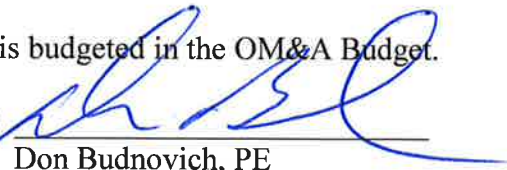

The Evaluation Committee met on March 27, 2019, and after reviewing the Letters of Interest shortlisted all the firms.

Technical proposals were submitted for review and scoring. The Technical Review Committee prepared its final ranking on April 23, 2019. The result of that process was as follows:

<u>Ranking</u>	<u>Firm</u>	<u>Total Points</u>
1	KCA	3
2	Volkert, Inc.	9
3	Ayres Associates, Inc.	10
4	Consor Engineers, LLC	11
4	TranSystem Corporation Consultants	11

Board award of the contract to KCA in the not-to-exceed amount of \$2,000,000.00 for a four (4) year term with two (2) two-year renewals is requested.

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance 

LOI-001527 Technical Review Committee Meeting April 23, 2019 Minutes

Technical Review Committee for Systemwide Bridge Inspection Services held a duly noticed meeting on Tuesday, April 23, 2019, commencing at 9:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Don Budnovich, Director of Maintenance
Steve Geiss, Senior Roadway Inspector
Joe Berenis., Chief of Infrastructure

Other Attendees:

Aneth Williams, Director of Procurement
Matt Lewis, Sr. Roadway Inspector

Discussion and Motions:

Aneth explained that today's meeting was to evaluate and rank the top firm to be recommended to the Board for award and commenced the meeting collecting the Evaluation Committee Member Disclosure forms.

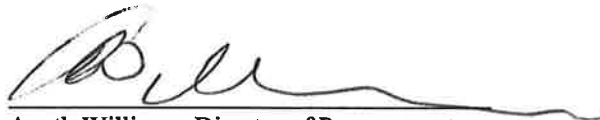
General discussion ensued about the project and the technical proposals submittals. The committee members individually scored the proposers and submitted them to Aneth for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>Firms</u>	<u>Score</u>	<u>Ranking</u>
Ayres Associates, Inc.	10	3
Conzor Engineers, LLC	11	4
Kisinger, Campo & Associates, Corp	3	1
TranSystem Corporation Consultants	11	4
Volkert, Inc.	9	2

Committee recommends CFX Board approve Kisinger, Campo & Associates, Corp. for contract award.

There being no further business to come before the Committee, the meeting was adjourned at 9:15a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, April 23, 2019 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams, Director of Procurement

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


Don Budnovich, Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

SYSTEMWIDE BRIDGE INSPECTION SERVICES

CONTRACT NO. 001527

CONSULTANT	Don Budnovich Score	Joe Berenis Score	Steve Geiss Score		TOTAL SCORE	RANKING
AYRES ASSOCIATES, INC.	3	5	2		10	3
CONSOR ENGINEERS, LLC	2	4	5		11	4
KISINGER, CAMPO & ASSOCIATES, INC.	1	1	1		3	1
TRANSYSTEMS CORP. CONSULTANTS	5	3	3		11	4
VOLKERT, INC.	4	2	3		9	2

EVALUATION COMMITTEE MEMBERS:







Date: Tuesday, April 23, 2019

Date: Tuesday, April 23, 2019

Date: Tuesday, April 23, 2019

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KISINGER, CAMPO & ASSOCIATES, CORP.
SYSTEMWIDE BRIDGE INSPECTION SERVICES**

CONTRACT NO. 001527

**CONTRACT DATE: MAY 09, 2019
CONTRACT AMOUNT: \$2,000,000.00**

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

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

FOR

SYSTEMWIDE BRIDGE INSPECTION SERVICES

CONTRACT NO. 001527

MAY 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
AG	Agreement	1 to 17
	Exhibit "A", Scope of Services	
	Exhibit "B", Details of Cost and Fees	
	Exhibit "C", Project Organization Chart	
	Exhibit "D", Potential Conflict Disclosure Form	

Agreement for Systemwide Bridge Inspection Services

Table of Contents

1.0 SERVICES TO BE PROVIDED..... 1

2.0 TERM OF AGREEMENT AND RENEWALS 1

3.0 PROJECT SCHEDULE 2

4.0 PROFESSIONAL STAFF..... 2

5.0 COMPENSATION..... 3

6.0 DOCUMENT OWNERSHIP AND RECORDS 4

7.0 COMPLIANCE WITH LAWS 5

8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE..... 5

9.0 TERMINATION 6

10.0 ADJUSTMENTS..... 7

11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY..... 7

12.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS..... 8

13.0 THIRD PARTY BENEFICIARY 8

14.0 INSURANCE 9

15.0 COMMUNICATIONS 11

16.0 STANDARD OF CONDUCT 11

17.0 DOCUMENTED ALIENS..... 11

18.0 E-VERIFY CLAUSE 12

19.0 CONFLICT OF INTEREST..... 12

20.0 INSPECTOR GENERAL..... 12

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT..... 12

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 13

23.0 AVAILABILITY OF FUNDS..... 13

24.0 AUDIT AND EXAMINATION OF RECORDS 13

25.0 GOVERNING LAW AND VENUE 15

26.0 NOTICE 15

27.0 HEADINGS..... 15

28.0 CONTRACT LANGUAGE AND INTERPRETATION..... 15

29.0 ASSIGNMENT 16

30.0 SEVERABILITY 16

31.0 INTEGRATION; NO WAIVER 16

32.0 ATTACHMENTS 16

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR SYSTEMWIDE BRIDGE INSPECTION SERVICES
CONTRACT NO. 001527**

THIS AGREEMENT, made and entered into this 13th day of June 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the “CFX” and Kisinger, Campo & Associates, Corp., hereinafter called “CONSULTANT”, a Florida Profit corporation, registered and authorized to do business in the state of Florida, whose principal address is 4524 Oak Fair Blvd., Suite 100, Tampa, FL. 33610.

WITNESSETH:

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

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

1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Systemwide Bridge Inspection services required by CFX. CFX has a core staff of management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but are not necessarily limited to, Professional Engineer(s), and FDOT Certified Bridge Inspectors.

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

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

CFX’s Director of Maintenance or his authorized designee shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Director of Maintenance and the CONSULTANT shall comply with all of the directives of the Director of Maintenance that are within the purview of this Agreement.

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

2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a four (4) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) 2-year renewals

periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Maintenance, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

3.0 PROJECT SCHEDULE

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

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

4.0 PROFESSIONAL STAFF

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

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

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Bolt Underwater Services, Inc.

FIT Engineering, LLC

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

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

5.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Details of Cost and Fees, attached hereto and made a part hereof, in the not to exceed amount of \$2,000,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT

and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

6.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 15, Communications, 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 or terminate for cause of this Agreement by CFX.

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

7.0 COMPLIANCE WITH LAWS

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

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

8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "B", Details of Costs and Fees, supporting the compensation

provided in Paragraph 5.0, Compensation, are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0, Compensation, hereof shall be adjusted to exclude any significant sums where CFX determines the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

9.0 TERMINATION

FOR CONVIENCE

CFX may terminate this Agreement in whole or in part at any time the interest of CFX requires such termination without cause.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

FOR CAUSE

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.

The ownership of all bridge inspection documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

FOR CRIMES OR BANKRUPTCY

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct

information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

10.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Maintenance who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will

not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 11.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

12.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0 THIRD PARTY BENEFICIARY

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

14.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO Form CA 00 01 or its equivalent. The limits shall be not less than Five Million Dollars (\$5,000,000) 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 Five Million Dollars (\$5,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required

coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 6.0, Document Ownership and Records, hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement by reference as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with Agreement execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the Agreement for cause. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

17.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized

and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

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

18.0 E-VERIFY CLAUSE

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

19.0 CONFLICT OF INTEREST

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

During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

20.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

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

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0 AVAILABILITY OF FUNDS

CFX’s performance and obligation to pay under this 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 for convenience, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0 AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

- (i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account,

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

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

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

24.3 If CFX requests access to or review of any Agreement 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 Agreement 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 Agreement. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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

25.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0 NOTICE

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

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

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

To CONSULTANT: Kisinger, Campo & Associates, Corp.
4524 Oak Fair Blvd., Suite 100
Tampa, FL 33610
Attn: Patrick O'Grady

Kisinger, Campo & Associates, Corp.
4524 Oak Fair Blvd., Suite 100
Tampa, FL 33610
Attn: Kenneth Reinhold

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION; NO WAIVER

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

32.0 ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Details of Cost and Fees
- Exhibit "C", Project Organization Chart
- Exhibit "D", Potential Conflict Disclosure Form

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 13, 2019.

**KISINGER, CAMPO
& ASSOCIATES, CORP.**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A
SCOPE OF SERVICES

**“GENERAL SCOPE OF SERVICE” FOR
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY
BRIDGE INSPECTION & UNDERWATER
INSPECTION CONTRACT**

WORK PROVISIONS AND SPECIFICATIONS

OUTLINE OF CONTENTS

	PAGE
1.0 PROJECT OBJECTIVE.....	4
2.0 GENERAL DESCRIPTION	4
3.0 PERSONNEL REQUIREMENTS	9
4.0 WORK ITEMS.....	10
4.1 Field Inspection	
4.2 Inspection Reports	
4.3 Comprehensive Inventory Database	
4.4 Electronic Document Management System	
4.5 Meeting with Bridge Owner	
4.6 Bridge Management BrM (PONTIS)) Bridge Inspection Report Addendum	
4.7 Work Orders	
5.0 QUALITY CONTROL.....	16
5.1 Quality Reviews	
5.2 Quality Records	
5.3 Quality Assurance Plan	
5.4 Quality Reviews by the Department	
6.0 MATERIALS TO BE FURNISHED BY TO THE CONSULTANT	18
6.1 General	
6.2 Bridge Load Rating Materials	
6.3 Manuals	

7.0 WORK SCHEDULE AND PROGRESS REPORTS 19

- 7.1 Notice to Proceed Meeting
- 7.2 Work Schedule
- 7.3 Progress Reports

8.0 MISCELLANEOUS20

9.0 LIST OF BRIDGES TO BE INSPECTED SEE ATTACHMENT "A"21

1.0 PROJECT OBJECTIVE

1.1 CFX Bridges are to be inspected in compliance with Federal Regulations (National Bridge Inspection Standards, CFR Title 23, Part 650, Subpart C); Section 335.074, Florida Statutes; Safety Inspection of Bridges; and State of Florida Department of Transportation Rules, Chapter 14-48, F.A.C., Bridge Inspection Standards.

2.0 The Consultant shall perform bridge inspection services, as described in this scope of services, for **357** bridges on the CFX system. listed by number in Exhibit "A". The frequency of inspection shall comply with Florida Statutes and Manual for Bridge Inspection and Other Structures and Reporting Procedures." (One biennial bridge inspection for all fixed bridges listed in Attachment "A".)

2.1 The following Task units are dynamic, therefore the quantity for each work item is estimated below:

2.1.1 **Routine Inspection**

Bridges listed in Exhibit "A" shall require Routine Bridge Inspections in compliance with Florida Statutes and Manual for Bridge Inspection and Other Structures Reporting Procedures and the requirements of this scope as set forth herein.

2.1.2 **Routine Processing**

Bridges listed in Exhibit "A" shall require Routine Processing in compliance with Florida Statutes and Manual for Bridge Inspection and Other Structures Reporting Procedures and the requirements of this scope as set forth herein.

2.1.3 **Initial Inspection**

Bridges not listed in Exhibit "A" will require Initial Inspections and application for bridge numbers, when necessary, since prior inspections of these newly constructed or newly inventoried structures have not been performed. A bridge record file will be established in the **Bridge Management BrM (PONTIS)** format and be in compliance with Florida Statutes and the Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope set forth herein.

2.1.4 **Load Ratings**

- i. New load rating calculations will be required for bridges newly built, rehabilitated, new to the inventory, or with significant deterioration.
- ii. LOAD RATINGS FURTHER EXPLAINED
Load rating calculations will be required for fixed bridges newly built, rehabilitated, new to inventory or with significant deterioration.
- iii. Load rating calculations will be required for complex bridges newly built, rehabilitated, new to inventory or with significant deterioration. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.1.5 **Radiology Test**

Services are to include field test on reinforced and pre-stressed concrete bridges, which do not have plans. The use of radiological techniques is used to determine the interior steel for the purpose of load analysis.

2.1.6 **Underwater Inspection**

Underwater inspections will be required for portions of bridges located in water deeper than 3 ft. at the time of the inspection and where the underwater portions cannot be adequately inspected without the use of divers.

2.1.7 **Interim Inspections**

Interim bridge inspections will be required for bridges that are posted or with low condition and /or appraisal ratings or after substantial repairs by the owner, or damage caused by vehicular impact.

Page one of the Bridge Management BrM (PONTIS) reporting format will allow for the overall Numerical Condition Rating (NCR) of the major components of the bridge. These components correspond to those of the National Bridge Inspection Standards (NBIS), which are required by the Federal Highway Administration on all inspection reports. The NCR will be presented on a 0 to 9 scale. If the overall NCR for a major component is rated 4, or safe load capacity is calculated to be 4 or less, an interim inspection will be required. If the overall NCR for a major component is rated at 3, or less, semi-annual inspections will be required. At the discretion of the District Structures Maintenance Engineer, interim inspections may be required for bridges undergoing significant scour and after significant storms.

2.1.8 **Special Inspections**

Special Inspections Services are to include bridges with circumstances that warrant additional time to perform the inspection such as bridge lengths greater than 1000 ft, inspection at night to avoid traffic or require the use of a bridge inspection machine.

Providing bridge inspection machine and requiring mobilization (Per Week).

Providing bridge inspection machine and requiring mobilization (Per Day).

Bridge Lengths greater than 1000 feet.

2.1.9 **Complex Routine Inspection**

Bridges in Exhibit "A" shall require Complex Routine Inspection in compliance with Florida Statutes and Manual for Bridge Inspection and Other

Structures and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.1.10 **Complex Routine Processing**

Bridges in Exhibit "A" shall require Complex Routine Processing in compliance with Florida Statutes and Manual for Bridge Inspection and Other Structures and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.1.11 **Complex Interim Inspection**

Bridges in Exhibit "A" shall require Processing in compliance with Florida Statutes and Manual for Bridge Inspection and Other Structures and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

2.1.12 **Fracture Critical Inspection**

Bridges listed in Exhibit "A" shall require Fracture Critical Inspections in compliance with Florida Statutes and Manual for Bridge Inspection and Other Structures Reporting Procedures and the requirements of this scope as set forth herein.

2.1.13 **Underwater Quality Assurance Reviews**

Bridges listed in Exhibit "A" shall require Underwater Quality Assurance Reviews in compliance with Florida Statutes and Manual for Bridge Inspection and Other Structures Reporting Procedures and Manual for Bridge Underwater Operations Procedures the requirements of this scope as set forth herein

The consultant shall provide a qualified dive inspection team to perform quality assurance reviews on 5% of the underwater inspected bridges. The review must be performed by a different inspection team from another consultant firm. For all structures it is anticipated that only 10% of the substructure will be inspected for quality assurance review. Some areas that should be looked at are areas with reported deficiencies, areas that were not reported to have deficiencies

and numerous sample areas that have been cleaned. The quality assurance review shall consist of:

- Review of the inspection report
- Perform on-site visual inspection for comparison with inspection report
- Record findings of inspection
- Photographs of findings, as necessary
- Submit documentation summarizing above

2.2 The contract period shall be a 2 - Year term, with (3) 1 – Year renewal periods from the dated of the written notice to proceed issued by CFX.

2.3 For the purpose of this agreement a structure is considered to be a bridge if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statues.

2.4 Bridge Inspections shall be conducted in accordance with the following state statues, procedures and national publications covering bridge inspection standards of practice:

2.4.1 National Bridge Inspection Standards
Code of Federal Regulations 23, Part 650, Subpart C

2.4.2 State of Florida Statue 335.074, Safety Inspection of Bridges;

2.4.3 Manual for Condition Evaluation of Bridges current edition.
American Association of State Highway & Transportation Officials (AASHTO);

2.4.4 Bridge Inspector's Reference Manual
U.S. Department of Transportation/Federal Highway Administration;
(USDOT/FHWA)

2.4.5 Inspection of Fracture Critical Bridge Members
FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway
Administration; (USDOT/FHWA)

2.4.6 Culvert Inspection Manual
FHWA-IP-86-02, U.S. Department of Transportation/Federal Highway
Administration; (USDOT/FHWA)

2.4.7 Evaluating Scour at Bridges
Hydraulic Engineering Circular 18; FHWA-IP-90-017

2.4.8 Underwater Inspection of Bridges

FHWA-DP-80-1, U.S. Department of Transportation/Federal Highway Administration;

- 2.4.9 Manual for Bridge and Other Structures Inspection and Reporting Procedures, Volume I State of Florida Department of Transportation;
- 2.4.10 Users Manual-Bridge Management BrM (PONTIS) Release 4. or Current Release State of Florida Department of Transportation;
- 2.4.11 Bridge Load Rating Manual (January 2011)
<http://www.dot.state.fl.us/statemaintenanceoffice/StructuresOperations.shtm>
- 2.4.12 Manual on Uniform Traffic Control Devices
950-044-0000-4, U.S. Department of Transportation/Federal Highway Administration;
- 2.4.13 Roadway and Traffic Design Standards Index Nos. 600-651
FDOT
- 2.4.14 Commercial Diving Operations
OSHA CPL 02-00-143 29 CFR Part 1910, Subpart T
- 2.4.15 Stream Stability a Highway Structures
Hydraulic Engineering Circular No. 20, U.S. Department of Transportation/Federal Highway Administration
- 2.4.16 Movable Bridge Inspection Evaluation and Maintenance Manual
850-010-032-a: American Association of State Highway & Transportation Officials (AASHTO);
- 2.4.17 Utility Accommodation Manual -710-020-001 (FDOT)
- 2.4.18 Technical Advisory Inspection of Gusset Plates Using Non-Destructive Evaluation Technologies-January 29,2010 (FHWA)
- 2.4.19 Rule Chapter 14-48, F.A.C.

3.0 PERSONNEL REQUIREMENTS

- 3.1 A qualified individual must be at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by The Florida Department of Transportation as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector

are stated in the Rules of The Florida Department of Transportation, Chapter 14-48.07, F. A. C.

- 3.2 All final documents, such as bridges inspection reports, CIDRs, and Load Ratings, shall be individually sealed by a Professional Engineer in accordance with Section 471.025, F.S. The individual signing and sealing bridge inspection reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.
- 3.3 Load rating determinations and the load rating calculations shall be sealed in accordance with Section 471.025, F.S. by the Professional Engineer, which confirms the accuracy and completeness of the load ratings.
- 3.4 The Consultant's work shall be directed and performed by the key personnel identified in the technical proposal as presented by the Consultant. Any changes in the indicated personnel in the Consultant's proposal shall be subject to review and CFX Director of Maintenance.
- 3.5 Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work (i.e., underwater inspections, mechanical inspections, electrical inspections). The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

Subcontracting firms and the work they will perform shall be identified in the original proposal. The subcontracting firms must be approved in writing by the CFX Director of Maintenance and be qualified by the Florida Department of Transportation prior to initiation of any work. Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by CFX Director of Maintenance.

The Contractor shall not sublet, assign or otherwise dispose of the Contract or any portion thereof, or of the Contractor's right, title or interest therein without written approval by the Authority's Executive Director.

4.0 WORK ITEMS

4.1 Field Inspections

- 4.1.1 Field inspections must be conducted in accordance with the publications listed in Section II. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for the detection of all deficiencies and the determination and recording of the structure's condition which must include the personal

inspection of all significant deficiencies. This individual is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. This individual is also responsible for insuring that bridge numbers are in place and legible on each bridge.

- 4.1.2 Every visible surface of all members of each bridge must be examined. Members that cannot be examined because of debris, vegetation, etc, should be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than two hours for the inspection team to perform. Bridge members and elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting.
- 4.1.3 The element notes of the Bridge Management BrM (PONTIS) report shall contain a brief but comprehensive description of significant deficiencies. If element notes are more than 2,000 characters, they will be placed in the report addendum. See section 4.6.3 of the scope.
 - 4.1.3.1 Where deficiency dimensions are documented, the actual width, length and location of the member should be recorded in feet and inches. **Element Condition States should be specified prior to the element inspection notes with the deficiency described.** In cases where dimensioning every deficiency is impractical, the standard undefined general terms, such as narrow, fine, etc., shall not be used. All documented dimensions shall be expressed in width in 1/64" increments. All documentation shall be in English terms including the Comprehensive Inventory Database Records (CIDR).
 - 4.1.3.2 The probable cause of a deficiency should be identified. This serves two primary purposes: the most effective repair can only be determined if the source of the deficiency has been identified when the same cause for a specific deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.
- 4.1.4 The Consultant shall not permit any bridge inspector to perform consecutive inspections on the same bridge. If this occurs, the Consultant shall reinspect the bridge using another inspector at no charge to CFX.
- 4.1.5 If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restriction or closing of the bridge, the CFX Director of Maintenance or his representative must be verbally notified immediately. Verbal notification must be confirmed with written notification within 48 hours. Critical deficiencies are defined in

Chapter Three of the Manual for Bridge Inspection and Other Structures and Reporting Procedures.

- 4.1.6 Traffic control procedures must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices (MUTCD) and the current edition of Department's Roadway and Traffic Design Standards / Standard Plans.
- 4.2 Inspection Reports
- 4.2.1 The Consultant must develop, publish, and distribute two copies of a bridge inspection report for each bridge, one for the Department and one for ~~the owner~~ CFX. Each bridge report will contain all documentation specified by this agreement and will consist of two major sections: inspection reports including the load rating analysis, and CIDR Records. The bridge report must meet the requirements of the Manual for Bridge and Other Structures Inspection and Reporting Procedures, Volume I, except where it specifically pertains to the inspection report format using the current release. The Department will provide software and access to the Bridge Management BrM (PONTIS) network. The consultant is responsible for procuring training in Bridge Management BrM (PONTIS) for its employees.
- 4.2.2 Each bridge report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will return records within seven (7) calendar days that do not conform to the specifications of this agreement or that are in error and these should be resubmitted to the Department within seven (7) calendar days.
- 4.2.3 Within sixty (60) days after completion of each inspection, the Consultant shall furnish the Department with the original of each bridge report. One copy of the final bridge report officially approved by the Department will be transmitted or hand delivered to CFX.
- 4.2.4 Each bridge inspection report shall be a stand-alone document and must include the inspection of any underwater members and load rating calculations. Legal size paper shall not be used for bridge reports.
- 4.2.5 Deficiencies described in previous bridge inspection reports must be addressed again in the current report. Terminology not commonly understood by non-inspection personnel should be minimized and undefined values or ratings shall not be used. A bridge inspection report must provide a comprehensive description of all bridge deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action. Also, specify the Numerical Condition State within the description of the deficiency.

4.3 Comprehensive Inventory Database (CIDR) Records

4.3.1 The Department must maintain, for every public bridge in Florida, a computer file referred to as the CIDR file, which contains data items pertaining to a bridge's identity, condition, and description. The Consultant will input the CIDR data into Bridge Management BrM (PONTIS) and verify the sheets for completeness and accuracy due to the possibility of computer processing errors.

4.3.2 Each bridge report must contain CIDR sheets sealed in accordance with Section 471.025, F.S. by the Professional Engineer which confirms its accuracy and completeness. The CIDR sheet must follow the bridge inspection report in the final bound bridge report.

4.4 Electronic Document Management System

4.4.1 The Consultant must maintain an active VPN connection which will be used to Import electronic documents into the Department's Electronic Document Management System (EDMS).

4.4.2 The Consultant shall provide personnel proficient in the use of computers and scanner operation to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Documents guidelines for the EDMS are posted on the Infonet. Duties will include scanning, attributing (assigning information specific to the document), importing directly into EDMS folder and retrieving documents that are to be archived electronically in the Department's EDMS. Whenever possible, documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in Bridge Management BrM (PONTIS) will be downloaded from Bridge Management BrM (PONTIS) using the print to Adobe command. Adobe Acrobat version 5.0 and later will be used, in the 1.4 format. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document. Final payment will not be authorized until all documentation has been uploaded into the EDMS system and approved by the Project Manager.

4.5 Meeting with Bridge Owner

4.5.1 The Consultant is responsible to have one owner's meeting with CFX and FDOT the first (6) months of the contract Notice to Proceed. The meeting will be held at the CFX Headquarters Building.

4.5.2 The meetings should include a brief discussion of the bridge inspection program

regulations and objectives, an outline of the bridge owner's specific responsibilities, particularly the bridge owner's responsibility to have load ratings performed, close or post bridges with recommended weight restrictions and to correct deficiencies that endanger the traveling public. The discussion of the bridge inspection program should cover as a minimum Department Rules, Chapter 14-48, F.A.C., and Bridge Inspection Standards. The discussion should include the importance of notifying the Department when structures that are structurally or critically deficient are either repaired or replaced and when recommended weight restriction postings have been accomplished.

4.5.3 The general Bridge Management BrM (PONTIS) format and content of a typical bridge report, addendums, the process for monitoring follow-up action on critical bridge deficiencies, and a summary of the condition of each structurally deficient bridge shall be explained by the Consultant in order to familiarize bridge owners with the records they are to receive. After the bridge inspection reports are presented to the owner, the consultant must be available to answer a reasonable number of questions by telephone.

4.6 Bridge Management BrM (PONTIS) Bridge Inspection Report Addendum
The Bridge Management BrM (PONTIS) format was selected for use as a management tool. It has the capacity to maintain records for each individual bridge as well as combining records for all bridges in the inventory. This enables management to obtain information on single bridges and on the inventory as a whole. There are, however, a number of items that were provided in the previous system that Bridge Management BrM (PONTIS) does not provide.

The following sections will be included in an addendum section placed at the end of the Bridge Management BrM (PONTIS) report. In the following order, with a header on all addendums as follows: Contents of Addendum: example Report Identification, Approach Photo, Elevation Photo & Bridge Location Map, Additional Element Inspection Notes, Load Rating Analysis Summary, Sketches and Photo's, Recommended Corrective Action Page for On-System, Off System bridges, Scour Evaluations (Bottom Profile Measurements & Channel Sections), Fracture Critical Inspection Sheets-The addendum will identify Fracture Critical members as documented by FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration publication.

4.6.1 Addendum-Contents (Addendum No. 1)
Contents of Addendum Page-shall include-Bridge Location Map, Additional Element Inspection Notes, Load Rating Analysis Summary, Sketches, Deficiencies

Photo's, Photo inventory, Recommended Corrective Action, Scour Evaluation, Fracture Critical Inspection sheets.

Report Identification

- * Bridge Number
- * Inspection Date
- * Bridge Name
- * Facility Carried
- * Feature Intersected
- * Insert an Approach Photo of the bridge

4.6.2 LOCATION MAP (Addendum No. 2)

Provide an Elevation Photo from either side of the bridge and location map with sufficient detail to allow a person not familiar with the area to find the bridge.

4.6.3 ADDITIONAL "ELEMENT INSPECTION NOTES" (Addendum No. 3)

Inspection notes that exceed the 2,000 characters due to Bridge Management BrM (PONTIS) limitations will be addressed in Bridge Management BrM (PONTIS) Inspection Notes/Structures Notes. If all over flow notes cannot fit in these areas, then all over flow notes will be placed as the third section in the addendum.

4.6.4 Load Rating Analysis Summary (Addendum No. 4)

All bridges will have a copy of the current load summary sheet.

4.6.4.1 Each inspection will include the evaluation of the load rating analysis's applicability to the condition of the structure. The review shall include but not be limited to deterioration, geometric changes or additional dead load. A note will be placed in the Structures Notes section of the inspection report in the Bridge Management BrM PONTIS database stating that the load rating still applies. If the review warrants a new load rating, prior approval will be needed by the FDOT's Load Rating Specialist.

4.6.5 PHOTO INVENTORY, SKETCHES, DEFICIENCY PHOTOS (Addendum No. 5)

New Photo Inventory will be provided on as needed basis (if the bridge is widened or old photos do not depict how the bridge looks). Photos and sketches will be referenced in the element notes of the Bridge Management BrM (PONTIS) inspection report with the element category to which they refer. As a minimum Photo's are required if a Smart Flag condition exists or if an element has a CS that is a 3 or below. Also, photos/sketches are required when there is a work order/repair is necessary. Photos of posted load restrictions will appear first.

4.6.6 RECOMMENDED CORRECTIVE ACTION (Addendum No. 6)

The Bridge Management BrM (PONTIS) choices of feasible action are limited and sometimes do not adequately describe what is being said to an unfamiliar reader. So, in addition to entering the feasible action in the main Bridge Management BrM (PONTIS) report a more descriptive version of what is being recommended for repair under the page heading of "RECOMMENDED REPAIRS" and a sub-heading of the ELEMENT CATEGORY to which it refers shall be provided. See section 4.8 Work Orders for more specific details.

4.6.7 Scour Evaluation (Addendum No. 7)

Provide Bottom Profile Measurements & Channel Sections

4.6.7.1 Plans of Action (POA) have been developed on individual bridges with unknown foundations and scour critical bridges. The Consultant shall verify all information included in the POA's during their review and update all applicable fields. This process will be conducted during the biennial routine inspection of the bridges. We will provide data for all bridges that need updating prior to inspection.

4.6.8 FRACTURE CRITICAL INSPECTIONS (Addendum No. 8)

Structures, which require "FRACTURE CRITICAL INSPECTIONS", will be documented on page one of the Bridge Management BrM (PONTIS) inspection report and as an addendum. This addendum will identify Fracture Critical members as documented by FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration publication.

4.7 Work Orders

The consultant will create a Recommended Corrective Action page for all work Order recommendations:

4.7.1 The consultant will be responsible for insuring that deficiencies on bridges have been identified and have the proper recommended corrective action. A Feasible Action Review Committee (F.A.R.C.) will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the inspection reports inspected for the week. The consultant will present its findings to the Department for final approval. After the final inspection reports have been approved, they will be forwarded to the Florida Department of Transportation and Local bridge owners.

5.0 QUALITY CONTROL

5.0.1 The consultant shall institute quality assurance procedures, which shall be provided in written form to CFX and FDOT for review and approval before work

begins. Quality assurance procedures are an integral part of this contract and are not a separate pay item CFX and / or FDOT may perform additional quality assurance by inspecting bridges that have been previously inspected by the Consultant and reviewing the inspection records for conformity with their findings.

5.1 Quality Reviews

The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

- 5.1.1 The Quality Assurance Program should also have a second peer review level. The peer review can be conducted internally by the Consultant's organization or by subcontracting the review to another consultant firm.

5.2 Quality Records

- 5.2.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be submitted on a quarterly basis so available for audit review at time of visit from FHWA.

5.3 Quality Assurance Plan

- 5.3.1 The Consultant shall include a quality assurance plan in the proposal. The quality assurance plan shall detail the procedures, evaluation criteria, and instructions to the organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until CFX approves the Consultant's quality assurance plan. Significant changes to the work requirements may require the Consultant to revise their quality assurance plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

- 5.3.1.1 Organization - A detailed description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract shall be provided. List quality control personnel by name and include their qualifications.

- 5.3.1.2 Quality Reviews – The Consultant’s quality assurance methods used to monitor and assure compliance of their organization with contract requirements for services and products shall be detailed in the Quality Assurance Plan.
- 5.3.1.3 Quality Records – The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.
- 5.3.1.4 Quality of Subcontractors and Vendors – The methods used by the Consultant to control the quality of the subcontractors and vendors shall be detailed in the Quality Assurance Plan.
- 5.3.1.5 Quality Assurance Certification – An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the bridge inspection reports, load ratings, etc., have been prepared and checked in accordance with CFX the specifications for this contract.
- 5.3.1.6 FDOT may hold short (1/2 day) training sessions for all bridge inspectors biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.4 QUALITY REVIEWS BY THE DEPARTMENT

- 5.4.1 CFX may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

6.0 MATERIALS TO BE FURNISHED BY CFX TO THE CONSULTANT

6.1 General

- 6.2 Bridge Load Rating Materials
Load Rating Summary Forms and calculations

- 6.3 Manuals
Manuals listed in this document may be purchased from the vendors listed below or distributed by the FDOT.

- 6.3.1 FDOT Manuals
Florida Department of Transportation
Station 12 Haydon Burns Building
Maps and Publication Sales, Mail
605 Suwannee Street
Tallahassee, Florida 32428
850-414-4050
- 6.3.2 AASHTO Publications
American Association of State Highway and Transportation Officials
444 N. Capital Street, NW, Suite 225
Washington, D.C. 20001
202-624-5800 Publications 1-800-231-3475
- 6.3.3 FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402
- 6.3.4 Florida Department of Transportation
Bridge Management BrM (PONTIS) Bridge Inspectors Field Guide
- 7.1 WORK SCHEDULE AND PROGRESS REPORTS
- 7.2 Notice to Proceed Meeting
 - 7.2.1 CFX shall conduct a Notice to proceed meeting after the Consultant has received the Notice to Proceed letter from CFX. This meeting will include but will not be limited to the following personnel:

Director of Maintenance, CFX;
CFX Sr. Inspector
Consultant Project Manager
Consultant Deputy Project Manager
 - 7.2.2 CFX will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by CFX.
 - 7.2.3 The Consultant will provide CFX with a written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.
- 7.3 Work Schedule

- 7.3.1 A proposed work schedule shall be submitted to CFX for approval. This schedule shall show how the Consultant anticipates the work will progress from month to month to completion of the agreement. The work schedule shall be established in a manner that will insure that bridge inspections will not be delinquent. CFX prefers that bridges be inspected in general conformance with the proposed work schedule presented in Exhibit "A".
- 7.3.2 A cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the CFX Director of Maintenance.
- 7.3.3 An organization chart shall be submitted to CFX for approval. The organizational chart shall include the number and names of people, team sizes, and which people are to be assigned to the various work items.
- 7.3.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the bridge inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment and, if not, his plans for obtaining the equipment.

7.4 Progress Reports

- 7.4.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task. Monthly progress reports should also be prepared and delivered to CFX concurrently with the monthly invoice, via email.
- 7.4.2 The Consultant shall meet with CFX on a monthly basis as deemed necessary by the Director of Maintenance.
- 7.4.3 The Director of Maintenance will make judgment on whether work of sufficient quantity and quality has been accomplished, by comparing the actual work accomplished against the approved proposed work schedule.

8.1 MISCELLANEOUS

8.2 Legal Proceedings

The Consultant shall serve as an expert witness in any legal proceedings if required by CFX. The fee for these services shall be established if, and when, they are needed.

8.3 Errors and/or Omissions

The Consultant shall be responsible for the Professional quality, technical accuracy and the coordination of all designs, drawings, specifications, inspection reports and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and/or omissions (and approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.4 Contradictions

In the event of a contradiction between the provisions of this contract and the Consultant's Technical proposal, the provisions of this contract shall apply.

9.0 List of Bridges to be inspected See Attachment "A".

ATTACHMENT "A"

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750055	Canal	SR 528	08/21/18	8/20/2020	8/21/18
750056	Farm Access Road	SR 528	06/12/18	6/11/2020	
750058	Dallas Blvd	SR 528	07/17/18	7/16/2020	
750059	Farm Access Road	SR 528	07/16/18	7/15/2020	
750100	Kirkman Road	SR 408 WB	02/22/17	2/22/2019	
750102	Old Winter Garden Road	SR 408 WB	03/23/17	3/23/2019	
750103	Ortman Drive	SR 408 WB	03/23/17	3/23/2019	
750104	Ferguson Drive	SR 408 WB	03/22/17	3/22/2019	
750106	Church Street	SR 408 WB	01/10/18	1/10/2020	
750107	Tampa Ave	SR 408 WB	02/14/18	2/14/2020	
750108	Rio Grande Avenue	SR 408 WB	02/14/18	2/14/2020	
750112	Parramore Avenue	SR 408 Exit Ramp	06/20/18	6/19/2020	
750114	I-4	SR 408 WB	12/20/17	12/20/2019	
750116	Mills Ave	SR 408 WB	10/18/17	10/18/2019	
750119	Crystal Lake Drive	SR 408 WB	02/20/18	2/20/2020	
750120	Lk Underhill Rd SR-15	SR 408 WB	03/26/18	3/25/2020	
750121	Lake Underhill	SR 408 WB	04/12/18	4/11/2020	
750123	Andes Avenue	SR 408 WB	04/11/17	4/11/2019	
750124	Mercado Ave	SR 408 WB	04/11/17	4/11/2019	
750126	Yucatan Dr	SR 408 WB	03/21/17	3/21/2019	
750128	Cosmos Dr	SR 408 WB	02/22/18	2/22/2020	
750129	Goldenrod Road SR-551	SR 408 WB	03/26/18	3/25/2020	
750130	SR-400 I-4	SR 400 Connector	06/20/18	6/19/2020	
750137	Gore Street	SR 400 Connector	03/07/18	3/6/2020	
750138	Conley Street	SR 400 Connector	03/07/18	3/6/2020	
750179	Farm Access Road	SR 528	06/12/18	6/11/2020	
750182	Old Winter Garden Rd	SR 408 EB	03/23/17	3/23/2019	
750183	I-4	SR 408 EB	07/26/17	7/26/2019	
750184	Lk Underhill Rd SR-15	SR 408 EB	03/26/18	3/25/2020	
750185	Yucatan Drive	SR 408 EB	03/25/17	3/25/2019	
750186	Cosmos Dr	SR 408 EB	02/22/18	2/22/2020	
750213	Dallas Blvd	SR 528	07/17/18	7/16/2020	
750214	Farm Access Road	SR 528	07/16/18	7/15/2020	
750220	Church Street	SR 408 EB	01/10/18	1/10/2020	
750231	Kirkman Road	SR 408 EB	02/22/17	2/22/2019	
750232	Pine Hills Road	SR 408 EB	03/24/17	3/24/2019	
750233	Ortman Drive	SR 408 EB	03/23/17	3/23/2019	

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750234	Ferguson Drive	SR 408 EB	03/22/17	3/22/2019	
750235	John Young Pkwy	SR 408 EB	03/23/17	3/23/2019	
750236	Tampa Ave	SR 408 EB	02/20/18	2/20/2020	
750237	Rio Grande Avenue	SR 408 EB	02/20/18	2/20/2020	
750238	Orange Blossom Trail	SR 408 EB	02/13/18	2/13/2020	
750239	Westmoreland Dr	SR 408 EB	02/14/18	2/14/2020	
750240	Parramore Ave	SR 408 EB	05/15/18	5/14/2020	
750241	I-4 Connector	SR 408 EB	02/15/18	2/15/2020	
750242	Summerlin Ave	SR 408 EB	10/18/17	10/18/2019	
750243	Mills Ave	SR 408 EB	10/18/17	10/18/2019	
750244	Bumby Ave	SR 408 EB	04/10/17	4/10/2019	
750245	Primrose Drive	SR 408 EB	04/10/17	4/10/2019	
750246	Crystal Lake Drive	SR 408 EB	02/20/18	2/20/2020	
750247	Lake Underhill	SR 408 EB	04/12/18	4/11/2020	4/12/18
750248	Andes Ave	SR 408 EB	04/10/17	4/10/2019	
750249	Mercado Ave	SR 408 EB	04/11/17	4/11/2019	
750251	Oxalis Drive	SR 408 WB	04/11/17	4/11/2019	
750252	Oxalis Dr	SR 408 EB	04/11/17	4/11/2019	
750253	Goldenrod Road SR-551	SR 408 EB	03/26/18	3/25/2020	
750300	Turkey Creek Canal	SR 528	07/17/18	7/16/2020	7/17/18
750315	RAMP M	SR 436	08/30/18	8/29/2020	
750316	SR-528	SR 436 SB	07/18/18	7/17/2020	
750317	SR-528	SR 436 NB	07/18/18	7/17/2020	
750318	Via Flora Drive	SR 528	08/22/18	8/21/2020	
750319	Daetwyler Drive	SR 528	07/25/18	7/24/2020	
750320	Tradeport Drive	SR 528	07/25/18	7/24/2020	
750330	Drainage Canal	SR 528	07/16/18	7/15/2020	7/16/18
750332	OUC RR & Access Road	SR 528	07/17/18	7/16/2020	
750333	OUC RR & Access Road	SR 528	07/17/18	7/16/2020	
750337	SR-408	Chickasaw Trail	06/26/17	6/26/2019	
750342	SR-50	SR 417 NB	08/23/17	8/23/2019	
750343	SR-50	SR 417 SB	08/23/17	8/23/2019	
750344	E-4 Canal	SR 417 SB	06/26/17	6/26/2019	
750345	E-4 Canal	SR 417 NB	06/26/17	6/26/2019	
750346	SR-417	Trevarthon Rd	08/23/17	8/23/2019	
750347	SR-417	Econlockhatchee Tr	08/23/17	8/23/2019	
750348	University Blvd	SR 417 SB	06/28/17	6/28/2019	
750349	University Blvd	SR 417 NB	06/28/17	6/28/2019	
750350	Valencia College Lane	SR 417 SB	08/23/17	8/23/2019	

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750351	Valencia College Lane	SR 417 NB	08/23/17	8/23/2019	
750352	SR-408	SR 408 Ramp AR-2	08/24/17	8/24/2019	
750353	SR-417	SR 408 Ramp AR-1	08/24/17	8/24/2019	
750354	SR-408	SR 417 SB	08/24/17	8/24/2019	
750355	SR-408	SR 417 NB	08/24/17	8/24/2019	
750356	SR-408	Econlockhatchee Tr	06/12/18	6/11/2020	
750357	Econlockhatchee River	SR 408 WB	09/07/18	9/6/2020	
750358	Econlockhatchee River	SR 408 EB	09/07/18	9/6/2020	
750359	SR-408	Dean Road	04/28/16	4/28/2018	
750360	Rouse Road	SR 408 WB	08/24/18	8/23/2020	
750361	Rouse Road	SR 408 EB	09/07/18	9/6/2020	
750362	Alafaya Trail	SR 408 WB	04/25/18	4/24/2020	
750363	Alafaya Trail	SR 408 EB	04/25/18	4/24/2020	
750364	SR-408	Woodbury Road	04/24/18	4/23/2020	
750365	SR-50 Colonial Drive	SR 408 WB	04/24/18	4/23/2020	
750366	SR-50 Colonial Drive	SR 408 EB	04/24/18	4/23/2020	
750369	Kehoe Rd	SR 408 EB	08/24/18	8/23/2020	
750370	Kehoe Rd	SR 408 WB	08/24/18	8/23/2020	
750373	SR-528	SR 417 Ramp SB	08/30/17	8/30/2019	
750374	SR-528;SR-417	SR 417 NB Ramp	11/16/17	11/16/2019	
750375	Lee Vista Blvd	SR 417 SB	08/30/17	8/30/2019	
750376	Lee Vista Blvd	SR 417 NB	08/30/17	8/30/2019	
750377	Azalea Park Canal	SR 417 NB	08/24/17	8/24/2019	
750378	Curry Ford Rd	SR 417 SB	12/12/18	12/11/2020	
750379	Curry Ford Rd	SR 417 NB	12/12/18	12/11/2020	
750380	Berry Dease Rd	SR 417 SB	12/13/18	12/12/2020	
750381	Berry Dease Rd	SR 417 NB	12/13/18	12/12/2020	
750382	Lake Underhill Rd	SR 417 SB	09/22/17	9/22/2019	
750383	Lake Underhill Road	SR 417 NB	09/22/17	9/22/2019	
750384	Econlockhatchee Trail	SR 417 SB	10/26/17	10/26/2019	
750385	Econlockhatchee Trail	SR 417 NB	10/26/17	10/26/2019	
750390	Citrus Oaks Road	SR 408 EB	05/30/18	5/29/2020	
750391	Citrus Oaks Road	SR 408 WB	05/30/18	5/29/2020	
750392	SR-408	Good Homes Road	01/17/17	1/17/2019	
750393	Lake Sherwood	SR 408 WB	08/28/18	8/27/2020	8/23/18
750394	Lake Sherwood	SR 408 EB	08/28/18	8/27/2020	8/23/18
750395	SR-408 West Extn	Dorscher Road	05/30/18	5/29/2020	
750396	Hiawasse Rd CR-435	SR 408 WB	06/11/18	6/10/2020	

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750397	Hiawasse Rd CR-435	SR 408 EB	06/11/18	6/10/2020	
750398	SR-408 West Extn	Powers Drive	04/26/18	4/25/2020	
750399	SR-408 West Extn	Paul Street	05/31/18	5/30/2020	
750406	Story Road	SR 429 SB	08/14/18	8/13/2020	
750407	Story Road	SR 429 NB	08/14/18	8/13/2020	
750408	Story Road	Ramp L	08/14/18	8/13/2020	
750409	Florida Central Railroad	SR 429 SB	08/15/18	8/14/2020	
750410	Florida Central Railroad	SR 429 NB	08/15/18	8/14/2020	
750411	Florida Central Railroad	Ramp A	08/15/18	8/14/2020	
750412	SR-438 (Plant Street)	SR 429 SB	08/21/18	8/20/2020	
750413	SR-438 (Plant Street)	SR 429 NB	08/21/18	8/20/2020	
750414	Palm Drive	SR 429 SB	08/23/18	8/22/2020	
750415	Palm Drive	SR 429 NB	08/23/18	8/22/2020	
750416	Northwest Ditch	SR 429 SB	08/23/18	8/22/2020	
750417	Northwest Ditch	SR 429 NB	08/23/18	8/22/2020	
750418	Fullers Cross Road	SR 429 SB	08/22/18	8/21/2020	
750419	Fullers Cross Road	SR 429 NB	08/22/18	8/21/2020	
750420	CR-437-Ocoee-Apopka Rd	SR 429 SB	08/22/18	8/21/2020	
750421	CR-437 Ocoee-Apopka Rd	SR 429 NB	08/22/18	8/21/2020	
750422	SR-429	West Road	08/22/18	8/21/2020	
750423	West Orange Trail	West Road	08/22/18	8/21/2020	
750424	Hunters Vista Blvd	SR 417 NB	09/14/17	9/14/2019	
750425	Hunters Vista Blvd	SR 417 SB	09/19/17	9/19/2019	
750426	Shingle Creek	SR 417 SB	09/19/17	9/19/2019	9/19/17
750427	Shingle Creek	SR 417 NB	09/19/17	9/19/2019	9/19/17
750428	Town Loop Blvd	SR 417 SB	09/14/17	9/14/2019	
750429	Town Loop Blvd	SR 417 NB	09/14/17	9/14/2019	
750430	CR-423 John Yng Pkwy	SR 417 SB	09/14/17	9/14/2019	
750431	CR-423 John Yng Pkwy	SR 417 NB	09/14/17	9/14/2019	
750432	SR-423	SR-417 SB off Ramp	11/14/17	11/14/2019	
750433	SR-500 / FI Turnpike	SR 417 SB	09/20/17	9/20/2019	
750434	SR-500 / FI Turnpike	SR 417 NB	09/20/17	9/20/2019	
750435	SR-500 / FI Turnpike	SR-417 SB off Ramp	09/20/17	9/20/2019	
750436	Balcombe Rd	SR 417 SB	09/28/17	9/28/2019	
750437	Balcombe Rd	SR 417 NB	09/28/17	9/28/2019	
750438	SR-91	SR 417 SB	09/28/17	9/28/2019	
750439	SR-91	SR 417 NB	09/28/17	9/28/2019	
750440	Old Dixie Highway	SR 417 SB	09/21/17	9/21/2019	
750441	Old Dixie Highway	SR 417 NB	09/21/17	9/21/2019	

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750442	CSX Railroad	SR 417 SB	11/14/17	11/14/2019	
750443	CSX Railroad	SR 417 NB	11/14/17	11/14/2019	
750444	CSX Railroad	SR 417 Off Ramp	11/14/17	11/14/2019	
750445	Landstar Blvd.	SR 417 SB	09/21/17	9/21/2019	
750446	Landstar Blvd.	SR 417 NB	09/21/17	9/21/2019	
750447	Rhode Island Woods	SR 417 SB	11/14/17	11/14/2019	
750448	Rhode Island Woods	SR 417 NB	11/14/17	11/14/2019	
750449	Boggy Creek	SR 417 SB On Ramp	11/09/17	11/9/2019	
750450	Boggy Creek	SR 417 SB	11/08/17	11/8/2019	
750451	Boggy Creek	SR 417 NB	11/08/17	11/8/2019	
750452	Boggy Creek	SR 417 NB Off-Ramp	11/09/17	11/9/2019	
750453	CR-5123 Boggy Creek Road	SR 417 SB	11/08/17	11/8/2019	
750454	CR-5123 Boggy Creek Road	SR 417 NB	11/08/17	11/8/2019	
750457	CR-15 Narcoossee Road	SR 417 SB	11/08/17	11/8/2019	
750458	CR-15 Narcoossee Road	SR 417 NB	11/08/17	11/8/2019	
750459	OUC Railroad	SR 417 SB	11/07/17	11/7/2019	
750460	OUC Railroad	SR 417 NB	11/07/17	11/7/2019	
750461	Moss Park Road	SR 417 NB	11/07/17	11/7/2019	
750462	Moss Park Road	SR 417	11/07/17	11/7/2019	
750463	Innovation Way	SR 417 SB	11/07/17	11/7/2019	
750464	Innovation Way	SR 417 NB	11/07/17	11/7/2019	
750465	SB-EB Ramp	SR 417 SB	11/15/17	11/15/2019	
750466	SB-EB Ramp	SR 417 NB	11/15/17	11/15/2019	
750467	SR-528	SR 417 SB	11/15/17	11/15/2019	
750468	SR-528	SR 417 NB	11/15/17	11/15/2019	
750469	SR-528	SR 417 NB Off Ramp	09/20/17	9/20/2019	
750470	SR-417,SR-528	SR 417 Ramp C	11/17/17	11/17/2019	
750471	SB-EB Ramp	Ramp To SR-528 WB	11/15/17	11/15/2019	
750472	Victoria Falls Dr	SR 417 SB	11/09/17	11/9/2019	
750473	Victoria Falls Dr	SR 417 NB	11/09/17	11/9/2019	
750480	Canal	SR 417 NB	09/19/17	9/19/2019	
750481	Drainage Canal	SR 417	11/09/17	11/9/2019	
750492	West Orange Trail	SR 429 SB	09/13/18	9/12/2020	
750493	West Orange Trail	SR 429 NB	09/13/18	9/12/2020	
750494	McCormick Road	SR 429 SB	09/13/18	9/12/2020	
750495	McCormick Road	SR 429 NB	09/13/18	9/12/2020	
750496	CR-437	SR 429 SB	09/25/18	9/24/2020	

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750497	CR-437A	SR 429 NB	09/25/18	9/24/2020	
750502	CR-437A	SR 429 SB	09/13/18	9/12/2020	
750503	CR-437A	SR 429 NB	09/03/18	9/2/2020	
750504	SR-429	Johns Road	09/12/18	9/11/2020	
750505	Marshall Lake Road	SR 429 SB	09/12/18	9/11/2020	
750506	Marshall Lake Road	SR 429 NB	09/12/18	9/11/2020	
750507	Florida Central RR	Ramp A1	09/12/18	9/11/2020	
750508	Florida Central RR	Ramp B1	09/12/18	9/11/2020	
750509	Palm Drive	Ramp C	08/21/18	8/20/2020	
750512	SR 551 over SR 528	SR 551	01/30/17	1/30/2019	
750520	SB over Old YMCA Rd	SR 429 SB	11/08/17	11/8/2019	
750521	NB over oldYMCA Rd	SR 429 NB	11/08/17	11/8/2019	
750522	SB over CR 545 South	SR 429 SB	11/08/17	11/8/2019	
750523	NB over CR 545 South	SR 429 NB	11/08/17	11/8/2019	
750524	SB over CR 545 North	SR 429 SB	11/08/17	11/8/2019	
750525	NB over CR 545 North	SR 429 NB	11/08/17	11/8/2019	
750526	SB over Porter Rd	SR 429 SB	11/20/17	11/20/2019	
750527	NB over Porter Rd	SR 429 NB	11/20/17	11/20/2019	
750528	SB over Schofield Rd	SR 429 SB	11/20/17	11/20/2019	
750529	NB over Schofield Rd	SR 429 NB	11/20/17	11/20/2019	
750530	Malcolm Rd over SR 429	SR 429	05/17/18	5/16/2020	
750531	SB over Tiny Rd	SR 429 SB	05/15/18	5/14/2020	
750532	NB over Tiny Rd	SR 429 NB	05/15/18	5/14/2020	
750533	SB over Tilden Rd	SR 429 SB	05/16/18	5/15/2020	
750534	NB over Tilden Rd	SR 429 NB	05/16/18	5/15/2020	
750535	SB over Stoneybrook Pkwy	SR 429 SB	05/17/18	5/16/2020	
750536	NB over Stoneybrook Pkwy	SR 429 NB	05/17/18	5/16/2020	
750537	SB over CR 535	SR 429 SB	05/16/18	5/15/2020	
750538	NB over CR 535	SR 429 NB	05/16/18	5/15/2020	
750539	SB over Stoneybrook Pkwy	SR 429 SB	01/04/17	1/4/2019	
750540	NB over Stoneybrook Pkwy	SR 429 NB	01/04/17	1/4/2019	
750541	SB over pedestrian walkway	SR 429 SB	12/26/18	12/25/2020	
750542	NB over pedestrian walkway	SR 429 NB	12/26/18	12/25/2020	
750543	SB over Warrior Rd	SR 429 SB	12/26/18	12/25/2020	
750544	NB over Warrior Rd	SR 429 NB	12/26/18	12/25/2020	
750547	SB over Tpk	SR 429 SB	12/11/18	12/10/2020	
750548	NB over Tpk	SR 429 NB	12/11/18	12/10/2020	
750549	SB over SR 50	SR 429 SB	12/26/18	12/25/2020	

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750550	NB over SR 50	SR 429 NB	12/26/18	12/25/2020	
750553	SB over Conserv II	SR 429 SB	04/26/18	4/25/2020	
750554	NB over Conserv II	SR 429 NB	04/26/18	4/25/2020	
750557	NB off ramp to WB Univ. Blv	SR 417 NB	06/27/17	6/27/2019	
750567	New Indep. Pkwy over SR 429	SR 429	05/15/18	5/14/2020	
750569	Over I-4	SR 408	01/25/18	1/25/2020	
750570	I-4	SR 408	06/19/18	6/18/2020	
750571	I-4	SR 408	06/19/18	6/18/2020	
750576	SR 417	SR 417 NB	12/14/17	12/14/2019	
750579	SR 408 ramp	SR 408	08/22/18	8/21/2020	
750580	Over Andes	SR 408	08/22/18	8/21/2020	
750581	SR 436	SR 408	03/22/17	3/22/2019	
750589	Over 408	SR 408	12/14/17	12/14/2019	
750701	Rosalind Ave	SR 408 WB	04/10/17	4/10/2019	
750703	SR 435	SR 414	02/23/17	2/23/2019	
750704	Railroad Spur	SR 414	05/31/17	5/31/2019	
750705	Keen Rd	SR 414	02/09/17	2/9/2019	
750706	Ramp K-C	SR 414	02/09/17	2/9/2019	
750707	Overland Rd	SR 414	04/19/17	4/19/2019	
750708	FTG Gas Line	SR 414	02/23/17	2/23/2019	
750709	Over Lakeville Rd	SR 414	03/09/17	3/9/2019	
750710	Over Lakeville Rd	SR 414	02/10/17	2/10/2019	
750711	Over Lakeville Rd	SR 414	02/10/17	2/10/2019	
750712	Hiwassee Rd CR-435	SR 414	03/30/17	3/30/2019	
750714	Ramp DB	SR 429	09/25/18	9/24/2020	
750715	Ramp DB	SR 429	09/25/18	9/24/2020	
750716	Harmon Rd	SR 429	09/26/18	9/25/2020	
750717	Harmon Rd	SR 429	09/26/18	9/25/2020	
750718	Over Harmon Rd	SR 414	02/22/18	2/22/2020	
750719	SR 414	SR 414	02/22/18	2/22/2020	
750720	SR 414 WB	SR 414	02/22/18	2/22/2020	
750721	CR 437A	SR 414	09/12/18	9/11/2020	
750722	Over 437A	SR 429 NB	02/22/18	2/22/2020	
750723	Ramp EG	SR 429	02/19/18	2/19/2020	
750724	SR 414	SR 429	06/12/18	6/11/2020	
750725	Marden Rd	SR 414	01/10/17	1/10/2019	

BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750726	S. Hawthorne Ave	SR 414	01/10/17	1/10/2019	
750727	Landfill Rd	SR 414	01/10/17	1/10/2019	
750728	Ramp CA	SR 414	02/22/18	2/22/2020	
750729	SB over SR 528 to OIA	SR 528 WB	01/24/18	1/24/2020	
750730	SB over SR 528 to OIA	SR 528 WB	01/27/18	1/27/2020	
750731	Binion Rd	SR 429	10/10/18	10/9/2020	
750732	SB 429 over Lust Rd	SR 429	01/13/17	1/13/2019	
750733	NB 429 over Lust Rd	SR 429	01/13/17	1/13/2019	
750734	SB 429 over Peterson Rd	SR 429	01/13/17	1/13/2019	
750735	NB 429 over Peterson Rd	SR 429	01/13/17	1/13/2019	
750736	SB 429 over Gen Electric	SR 429	01/12/17	1/12/2019	
750737	NB 429 over Gen Electric	SR 429	01/12/17	1/12/2019	
750738	SB 429 over CFRR	SR 429	01/12/17	1/12/2019	
750739	NB 429 over CFRR	SR 429	01/12/17	1/12/2019	
750741	Chickasaw Trail	SR 408	01/17/17	1/17/2019	
750742	Chickasaw Trail	SR 408	01/17/17	1/17/2019	
750743	SR 441 / OBT	SR 414	06/21/17	6/21/2019	
750802	SR 417/Boggy Creek Rd	SR 417	02/22/18	2/22/2020	2/22/18
750803	North Boggy Creek Rd	SR 417	02/22/18	2/22/2020	
750804	Boggy Creek Rd/Boggy Creek	SR 417	02/20/18	2/20/2020	
750805	J Lawson	South Access Rd	01/10/18	1/10/2020	
750806	SR 417/Boggy Creek	SR 417	02/22/18	2/22/2020	2/22/18
750807	Narcoossee Rd	SR 528	04/27/17	4/27/2019	
750808	Narcoossee Rd	SR 528	04/27/17	4/27/2019	
750823	Over Pond 8	SR 408	01/11/18	1/11/2020	1/11/18
750824	Valencia College Lane	SR 417	05/31/18	5/30/2020	
750825	SR 408	SR 408	03/14/18	3/13/2020	
750829	Via Flora	SR 528	05/31/18	5/30/2020	
750830	Via Flora	SR 528	05/31/18	5/30/2020	
750834	Ramp E over SR 408	SR 417	11/15/17	11/15/2019	
750835	Ramp Cover Econ Tr	SR 417	11/15/17	11/15/2019	
750836	Ramp C over SR 408 & SR 417			12/30/1901	
750839	Turnpike	SR 417	01/18/17	1/18/2019	
750840	Orange Ave	SR 417	01/18/17	1/18/2019	
750841	Orange Ave	SR 417	01/18/17	1/18/2019	


BR #	Featint	Facility	LastInsp	NextInsp	Uwlastinsp
750842	Parcel 197	SR 429	05/23/17	5/23/2019	
750843	Parcel 197	SR 429	05/23/17	5/23/2019	
750844	Kelly Park Rd	SR 429	05/23/17	5/23/2019	
750845	Kelly Park Rd	SR 429	05/23/17	5/23/2019	
750846	Lk Victor Flood Plain	SR 429	05/25/17	5/25/2019	
750847	Lk Victor Flood Plain	SR 429	05/25/17	5/25/2019	
750850	Over Turnpike	SR 417	05/31/18	5/30/2020	
750851	Connector Rd	SR 429 Wekiva Pkwy	07/21/17	7/21/2019	
750852	Connector Rd	SR 429 Wekiva Pkwy	07/21/17	7/21/2019	
750853	Southfork Rd	SR 429 Wekiva Pkwy	04/17/17	4/17/2019	
750854	Southfork Rd	SR 429 Wekiva Pkwy	04/17/17	4/17/2019	
750855	Southfork Rd Ramp'D'	SR 429 Wekiva Pkwy	04/17/17	4/17/2019	
750856	Southfork Rd Ramp 'C'	SR 429 Wekiva Pkwy	04/17/17	4/17/2019	
750857	Pond	SR 429 Wekiva Pkwy	07/24/17	7/24/2019	
750858	Pond	SR 429 Wekiva Pkwy	07/24/17	7/24/2019	
750859	over Wekiva Pkwy	SR 429 Wekiva Pkwy	11/15/18	11/14/2020	
750860	over Wekiva Pkwy	SR 429 Wekiva Pkwy	05/25/17	5/25/2019	
750861	Ponkan Rd	SR 429 Wekiva Pkwy	04/17/17	4/17/2019	
750862	Ponkan Rd	SR 429 Wekiva Pkwy	04/17/17	4/17/2019	
750863	Ondich Rd	SR 429 Wekiva Pkwy	03/27/18	3/26/2020	
750864	Ondich Rd	SR 429 Wekiva Pkwy	03/27/18	3/26/2020	3/27/18
750865	1.3 mi N of Kelly Park Rd	SR 429 Wekiva Pkwy	02/15/18	2/15/2020	
750866	1.3 mi N of Kelly Park Rd	SR 429 Wekiva Pkwy	02/15/18	2/15/2020	
750867	Ondich Rd	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750868	SR 429 NB & SB	SR 429 Wekiva Pkwy	03/04/18	3/3/2020	
750869	Plymouth Sorrento Rd	SR 429 Wekiva Pkwy	02/15/18	2/15/2020	
750870	Plymouth Sorrento Rd	SR 429 Wekiva Pkwy	02/15/18	2/15/2020	
750871	Morris Rd	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750872	Morris Rd	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750873	SB SR 429 over pond 2	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750874	NB SR 429 over pond 2	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750875	SB SR 429 over FGT Easement	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750876	NB SR 429 over FGT Easement	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750877	Mt Plymouth Rd	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750878	Mt Plymouth Rd	SR 429 Wekiva Pkwy	03/01/18	2/29/2020	
750925	SB over County Line	SR 453 Wekiva Pkwy	02/20/18	2/20/2020	
750926	NB over County Line	SR 453 Wekiva Pkwy	02/20/18	2/20/2020	
750927	over Sommerset Dr	SR 453 Wekiva Pkwy	01/23/18	1/23/2020	

**CONSENT AGENDA ITEM
#22**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 23, 2019

SUBJECT: Approval of Supplemental Agreement No. 1 with Quest Corporation of America (QCA), Inc. for Public Information Services
Contract No. 001298

Board approval is requested for Supplemental Agreement No. 1 with QCA, in the amount of \$677,692.00. The original contract was for three years with two one-year renewals.

The services include supporting all public information services required for CFX system projects and initiatives included in the Five-Year Work Plan. CFX's Five-Year Work Plan has substantially increased year over year along with the resultant work required by QCA. This growth is anticipated to continue and outpace the original scope outlined in QCA's contract awarded in 2017.

Original Contract	\$1,305,752.36
Supplemental Agreement No. 1	<u>\$ 677,592.00</u>
Total	\$1,983,344.36

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

Reviewed by: 

Angela Melton
Manager of Communications

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PUBLIC INFORMATION SERVICES
CONTRACT NO. 001298

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 13th day of June 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and QUEST CORPORATION OF AMERICA, INC. (the “Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on November 9, 2017, entered into an Agreement whereby CFX retained the Contractor to provide public information services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$677,592.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated November 9, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$677,592.00 which shall make the total not-to-exceed amount of the Contract \$1,983,344.36

CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Contractor’s waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

QUEST CORPORATION OF AMERICA, INC.

By: _____

Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
QUEST CORPORATION OF AMERICA, INC.**

PUBLIC INFORMATION SERVICES

CONTRACT NO. 001298

CONTRACT DATE: NOVEMBER 9, 2017

CONTRACT AMOUNT: \$1,305,752.36

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET,
METHOD OF COMPENSATION, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET, METHOD OF
COMPENSATION, AND POTENTIAL CONFLICT DISCLOSURE FORM**

PUBLIC INFORMATION SERVICES

CONTRACT NO. 001298

NOVEMBER 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	1 to 19
	Exhibit "A" SCOPE OF SERVICES	A-1 to A-6
	Exhibit "B" PRICING SHEET	B-1
	Exhibit "C" METHOD OF COMPENSATION	C-1 to C-3
	Exhibit "D" POTENTIAL CONFLICT DISCLOSURE FORM	D-1 to D-6

CONTRACT

This Contract is made this 9TH day of November 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Quest Corporation of America, Inc., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 17220 Camelot Ct., Land O' Lakes, FL. 34638, hereinafter "the CONTRACTOR."

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Public Information Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 14, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

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

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as Exhibit "A" which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The not-to-exceed Contract Amount for the Initial Contract Term is \$1,305,752.36 as outlined in Option 1 of the Pricing Sheet attached hereto as Exhibit "B" and incorporated by reference as though set forth fully herein.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as Exhibit "C" 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 "D."**

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

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** 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.

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 insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

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

9. CONTRACTOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and

- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

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

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

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

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

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

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

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

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

11. PRESS RELEASES

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

12. PERMITS, LICENSES, ETC.

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

13. NONDISCRIMINATION

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

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

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

Name and Title of Key Personnel

Kathy Putnam, Senior PIO	Cliff Davy, Senior PIO
Shari Croteau, PIO	Sara Shepherd, PIO
Lisa Mark, PIO	

and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

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

17. SUBLETTING AND ASSIGNMENT

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

List of Subcontractors
Environmental Transportation Planning - UN# 30832
Greenlando Consulting -

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.

18. DISPUTES

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

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

19. OTHER SEVERABILITY

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

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22. APPLICABLE LAW; VENUE

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

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

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

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

24. INTERPRETATION

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

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

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

26.4 Obligations upon expiration or termination of the Contract; and

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

28. INSPECTOR GENERAL

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

28. ASSIGNMENT

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

29. E-VERIFY

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

30. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
 4974 ORL Tower Road
 Orlando, Florida 32807
 ATTN: Joe Passiatore, General Counsel

Contract No. 001298

CONTRACTOR: QUEST CORPORATION OF AMERICA, INC.
17220 Camelot Court
Land O' Lakes, Florida 34638
ATTN: Diane Hackney

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Pricing Sheet

Exhibit "C" Method of Compensation

Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001298

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 9, 2017.

ACCEPTED AND AGREED TO BY:

QUEST CORPORATION OF AMERICA, INC.

By: [Signature]
Vice President

Title

ATTEST: [Signature] (Seal)

DATE: 11/16/17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

2017 NOV 20 AM 9:38

Print Name: Aneth Williams

Date: 12/13/17

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

[Signature]
General Counsel for CFX

**SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES
CONTRACT NO. 001298**

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for projects included in the Central Florida Expressway Authority's (CFX) 5-year work plan, excluding Wekiva Parkway projects, as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

2.0 CONTRACTOR SERVICES

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications Team and designated Project Manager in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance of making any changes to CFX.

2.1 Public Involvement

Overview

The Central Florida Expressway Authority (CFX) understands that extensive public involvement is needed through all phases of a project, from the early planning stages through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (July 2015). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (See Section 2.3.7 - Project Database).

2.1.4 The Contractor shall provide all support necessary for CFX to hold or participate in various public meetings and events. For any of public meetings, the Contractor shall prepare and/or provide as directed by CFX:

- Scripts or agenda for presentation.
- Handouts, name tags and sign in sheets
- Graphics for presentations
- Photos from events and public meetings
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements. The Contractor may, at CFX's sole discretion, be required to pay for the cost of publishing and will be reimbursed through the Allowance for Assignment Expenses
- Letters for notification of elected and appointed officials, property owners and other interested parties. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses
- News releases and social media posts / notifications, for use three to five days prior to meeting
- Summary notes of meetings to be provided to CFX no later than 5 business days after the meeting
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.1.5 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.6 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Project Manager and Communications Team.

2.1.7 In addition to scheduled public meetings, the Contractor may, at CFX's sole discretion, be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The Contractor's participation may include but not limited to, participation during the meeting, note taking, and summarizing the meeting in a memo to the file.

2.1.8 The Contractor shall work directly with the CFX's Project Manager to identify and execute community outreach opportunities related to projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.9 The Contractor, as directed by the Project Manager, shall coordinate and conduct a pre-construction public meeting with the engineering and/or construction teams at least one month prior to the start of major construction projects.

2.1.10 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX' Project Manager, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.11 The Contractor shall provide staffing support, as directed by CFX's Project Manager, for public events and festivals.

2.1.12 The Contractor shall identify opportunities to conduct educational outreach and, with approval from CFX, present to area schools students (such as participation in Orange County Public School's 'Be A Teacher For A Day' program).

2.2 Public Hearings

2.2.1 The Contractor shall follow guidelines set forth by the Florida Department of Transportation's Public Involvement Handbook as it pertains to the requirements for Public Hearings including the following:

2.2.2 Public officials and Agency letters. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.3 Property owner letters. The Contractor shall provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.4 The Contractor shall provide the following items for public hearings:

- All elements of the multi-media presentation
- Graphics and photographs
- Displays of plans and report(s) for the public display
- Prepare a sufficiency review with the project team and CFX staff at least one week prior to the public hearing for the review of all meeting materials

- Brochures and/or handouts (printed in sufficient numbers to accommodate the number of attendees)
- Prepare public advertisements
- Court Reporter
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.2.5 The Contractor shall procure a verbatim transcript of the Public Hearing. The Contractor shall combine the transcript with any letters received by CFX as part of the public hearing record, affidavits of publication of legal ads and shall provide copies of the transcript for CFX's use. The Contractor shall also prepare a Public Hearing Summary and Transcript if the project will be processed as a Categorical Exclusion.

2.3 Public Information

2.3.1 The Contractor shall prepare a Community Awareness Plan (CAP) for each project at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges and serves as a proactive 'road map' of how the public involvement effort will address those challenges.

2.3.2 Project Factsheets - Following Florida's Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX construction projects. The Fact Sheets provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX's website.

2.3.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX' website as appropriate. The Contractor, at CFX's sole discretion, may also be required to create project web pages/websites throughout the planning and construction process.

2.3.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval of CFX's Project Manager, construction alerts about construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX's website.

2.3.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be sent approximately 2-3 days prior to the scheduled construction event and shall be targeted to E-PASS customers that travel through the specific work area.

In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute Door Hanger Flyers (typically double-sided with one English side and one Spanish side). The door hangers shall provide details about the work, the possible impact and a point of contact for questions or additional information.

In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the Cash/Receipt lanes at Main Toll Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.

2.3.6 The Contractor shall respond to calls to CFX's public information cell phone hotlines within one hour of receipt, or the morning of the next business day if received after hours or on the weekend. CFX will provide the phones and service.

2.3.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall continuously update the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated throughout the life of each construction project. The Contractor shall provide CFX's Communications team a weekly report for each of the active projects or as requested.

2.3.8 Media Outreach - Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX's Project Manager at least three (3) days prior to the distribution deadline. The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall carbon copy CFX's communication team on all media related emails and notify CFX of any and all media inquiries in a timely manner. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.

2.3.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and post social media updates as directed to CFX's social media platforms.

2.3.10 Weekly coordination meetings - The Contractor shall prepare the Agenda for the weekly PIO Coordination meetings with CFX's Public Outreach and Communications team.

2.3.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at www.CFXway.com. CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit articles and photos monthly for the CFX newsletter.

2.3.12 The Contractor shall provide the CFX Public Outreach and Communications team with brief and timely project updates that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.3.13 The Contractor shall track and coordinate any project related damage claims.

2.3.14 The Contractor shall attend project progress meetings.

2.3.15 The Contractor shall take meeting notes as necessary.

2.4 **Quality Control**

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

3.0 **ADDITIONAL SERVICES**

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: April 23, 2019

SUBJECT: Approval of Sixth Contract Renewal with TransCore, LP for System Hardware
Maintenance
Contract No.000178

Board approval is requested for the sixth renewal of the referenced contract with TransCore, LP in the amount of \$6,743,645.00 which will bring the total contract amount to \$84,585,683.62. The renewal period is for two (2) years beginning July 22, 2019 and ending July 21, 2021.

The services to be provided is to maintain CFX's Toll System existing hardware while new equipment is installed across the system.

This contract is budgeted in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 6
CONTRACT NO. 000178**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of June 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and TransCore LP, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby CFX retained the Contractor to perform system hardware maintenance and;

WHEREAS, CFX and Contractor wish to renew the Original Agreement for a sixth period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a sixth renewal of said Original Agreement beginning the 22nd day of July, 2019 and ending the 21st day of July, 2021 at the cost of \$6,743,645.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Sixth Renewal ending July 21, 2019, the Contractor shall execute a "Certificate of Completion of the Fifth Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Fifth Renewal ending July 21, 2019.

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

1. The hourly rates to be charged by the Contract during the renewal period are as shown on the attached maintenance quote.

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

TRANSCORE LP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX



2416 Lake Orange Drive, Ste 100
Orlando, FL 32837
407-382-1301 tel 407-382-8914 fax

David Wynne
Director of Toll Operations
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

March 14, 2019

Dear Mr. Wynne:

TransCore is delighted that you requested a quote to continue the CFX legacy in-lane equipment maintenance and LPR T&M Maintenance. The quote provides pricing for a contract extension that will continue to provide the type of maintenance that you are accustomed to and expect. Contract term extension will be year one 07/22/2019 – 07/21/2020 and year two 07/22/20 – 07/21/2021. The new pricing schedule reflects a year one, 3% increase over the current maintenance period ending on 7/21/19 and a year two, 3% increase over the maintenance period ending on 7/21/2020.

The terms and conditions documented in a maintenance agreement dated April 24, 2103, for contract #178, will carry over to the new maintenance agreement term. The Scope of Services for Toll in-lane Equipment Maintenance and LPR T&M support will continue unchanged with one exception to note. Maintenance for the JAI VIC and 200 cameras is best effort due to the obsolescence of the equipment. TransCore will make every effort to keep the JAI VIC and 200 camera equipment operational. In the event the equipment is not repairable TransCore will replace with newer JAI camera equipment pulled from current CFX spares stock. The CFX spares stock of EN300 cameras is sufficient to cover most short-term needs.

TRANSCORE'S MAINTENANCE

- Continuously provide high-level service for the CFX toll and VES equipment.
- Provide uninterrupted service to your customers during the upcoming toll system replacement transition.

TRANSCORE'S MAINTENANCE SOLUTION

We have a maintenance project team that is fully versed in your needs and the needs of the VES and Toll collection system and your toll customers. We know you and your systems at a personal level. We have the corporate resources just a phone call away to support us in escalation situations. Management at all levels is committed to keeping CFX successful. Our goal is and always has been to provide CFX with the highest level of support and service. We respond quickly and resolve equally fast. Going forward as the system replacement comes on line, we have the unique ability to make the transition seamless.

TRANSCORE'S MAINTENANCE SOLUTION QUOTE

See Included Quote.

We intend to be a strong industry performer for years to come. We value CFX as a long-time partner and as we continue to deliver your legacy system maintenance and promise to do "whatever it takes".

Sincerely,

Anthony Bonilla

Anthony Bonilla
Project Manager

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and TransCore, L.P., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004 whereby CFX retained the Contractor to perform system hardware maintenance; and

WHEREAS, CFX and Contractor wish to renew the Original Agreement for a fifth period of two (2) years;


NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a fifth renewal of said Original Agreement beginning the 22nd day of July, 2017, and ending the 21th day of July, 2019, at the cost of \$6,850,870.12, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Fourth Renewal Agreement ending July 21, 2017, the Contractor shall execute a 'Certificate of Completion of the Fourth Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Fourth Renewal Agreement ending July 21, 2017.

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

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

TRANSCORE, L.P.

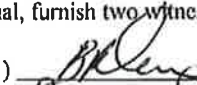
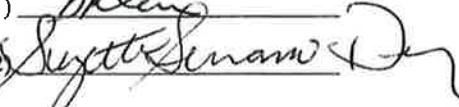
BY: 
Authorized Signature
Title: SVP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: 
Director of Procurement

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) 
Witness (2) 

LEGAL APPROVAL: 
AS TO FORM General Counsel for CFX

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of March, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, Authority and Contractor wish to renew the Original Agreement for a fourth period of two (2) years as approved by the Authority's Board of Directors on March 12, 2015;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a fourth renewal of said Original Agreement beginning the 22nd day of July, 2015 and ending the 21st day of July, 2017 at the not-to-exceed cost of \$6,328,877.35 which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the third Contract renewal ending July 21, 2015, the Contractor shall execute a 'Certificate of Completion of the Third Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the third renewal of the Contract ending July 21, 2015.

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 except as follows:

1. The hourly rates to be charged by the Contractor during the renewal period are as shown on the attached Maintenance Renewal Quote sheet.

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

TRANSCORE, L.P.

BY: Tracy Marks
Authorized Signature

Print Name: Tracy Marks

Title: President

ATTEST: Kelly Dutton (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Paul Miller
Director of Procurement

Approved as to form and execution, only

Joseph J. Pasistore
General Counsel for the Authority



Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 24th day of April, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a third period of two (2) years as approved by the Authority's Board of Directors on April 24, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a third renewal of said Original Agreement beginning the 22nd day of July, 2013 and ending the 21st day of July, 2015 at the not-to-exceed cost of \$5,947,862.57 which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the second Contract renewal ending July 21, 2013, the Contractor shall execute a 'Certificate of Completion of the Second Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending July 21, 2013.

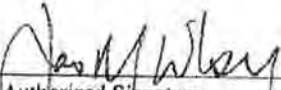
All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement except as follows:

1. In the Original Contract, in Article 2, Personnel, in the second paragraph, change "Project Manager, Daniel Goggin" to "Project Manager, Robert Davis" and delete "Maintenance Manager, Robert Davis".
2. The attached Exhibit A, Scope of Services for Electronic Toll Collection System Hardware Maintenance, replaces the scope included in the Original Agreement and any supplements and amendments thereto.
3. Services shall include maintenance of hardware for the Violation Enforcement System (VES) based on the attached Exhibit A, Scope of Services for the VES.
4. Services shall include hardware maintenance for the License Plate Recognition (LPR) System based on the attached Exhibit A, Scope of Services for the LPR.
5. The rates to be charged by the Contractor during the renewal period are as indicated on the attached Exhibit B, Contract Pricing Summary.

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

TRANSCORE, L.P.

BY:


Authorized Signature

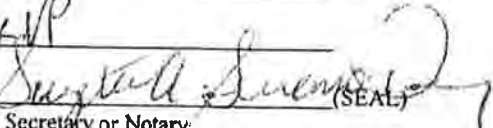
Print Name:

Tom Wilson

Title:

SEVP

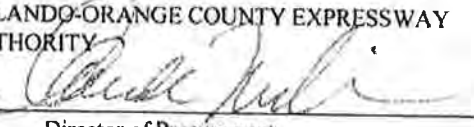
ATTEST:


Secretary or Notary



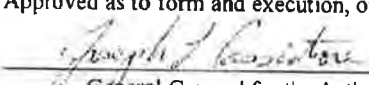
ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY:


Director of Procurement

RECEIVED
CONTRACTS DEPT
CRO 5/23/13
SECRETARY

Approved as to form and execution, only


General Counsel for the Authority

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 1st day of April, 2011, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a second renewal of said Original Agreement beginning the 22nd day of July, 2011 and ending the 21st day of July, 2013 at the not-to-exceed cost of \$4,248,663.24, which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the first Contract renewal ending July 21, 2011, the Contractor shall execute a 'Certificate of Completion of the First Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending July 21, 2011.

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 except as follows:

1. The rates to be charged by the Contractor during the renewal period are as indicated on the attached price sheets.

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

TRANSCORE, L.P.

BY: Troy Rubin
Authorized Signature

Title: Sr. Vice President

ATTEST: Diane Y. Johnson (SEAL)
Secretary of Notary

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
Executive Director

ATTEST: [Signature]
Assistant Secretary



Approved as to form and execution, only

[Signature]
General Counsel for the Authority

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 1st day of July, 2009, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 22nd day of July, 2009 and ending the 21st day of July, 2011 at the not-to-exceed cost of \$4,239,418.20, which amount is in addition to the amount of the Original Agreement and the supplements.

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 except as follows:

1. The rates to be charged by the Contractor during the renewal period are as indicated on the attached price sheets.

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

TRANSCORE, L.P.

BY: Joseph S. Grabinski
Authorized Signature JOSEPH S. GRABINSKI

Title: VICE PRESIDENT FINANCE

ATTEST: Russell L. Revere
Assistant Secretary or Notary RUSSELL L. REVERE



ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
Executive Director

[Signature]
Assistant Secretary

Approved as to form and execution, only

Joseph J. Frasiatore
General Counsel for the Authority

**OOCEA/TransCore
Maintenance Contracts
(SHM – 01 and SSM – 01)
Date: July 22, 2004**

INDEX

1. SHM-01 Contract
2. Exhibit A-1 / Scope of Services
3. Exhibit A-2 / Addendum
4. Exhibit A-3 / Questions and Answers
5. Exhibit B-1 / Forte Software License
6. Exhibit B-2 / Forte CNDA
7. Exhibit C / Method of Compensation
8. Exhibit D / Pricing Proposal
9. SSM-01 Contract
10. Exhibit A / Scope of Services
11. Exhibit B / Staffing Plan
12. Exhibit C / Method of Compensation
13. Exhibit D / Pricing Schedule
14. Exhibit E / Hardware List
15. Exhibit F-1 / Escrow Agreement
16. Exhibit F-2 / ARCS License
17. Exhibit F-3 / ARCS CNDA
18. Exhibit G / List of Deposit Materials

SHM-01 CONTRACT

SYSTEMS HARDWARE MAINTENANCE CONTRACT
("SHM-01")

This Contract (the "Contract"), is made and entered into this 22 day of July, 2004, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, an agency and body politic of the State of Florida, with a principal address of 525 S. Magnolia Avenue, Orlando, Florida, 32801 (hereinafter called the "AUTHORITY"), and TransCore LP, a Delaware limited partnership, with a local address of 5858 South Semoran Boulevard, Orlando, FL 32822 (hereinafter the "CONTRACTOR").

1. GENERAL. 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, all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract. CONTRACTOR shall provide adequate, skilled, and qualified labor and resources for full performance of the Contract to industry standards and the standards set forth in the Contract Documents. The AUTHORITY may, at any time and in the AUTHORITY's reasonable discretion, require CONTRACTOR to increase or decrease CONTRACTOR'S labor force on this Contract, with CONTRACTOR'S compensation to be equitably adjusted accordingly.

Spares and repair parts will be provided for on a negotiated cost plus basis as set forth in the Price Proposal and Method of Compensation exhibits (identified below).

The services to be provided under this Contract include System Hardware Maintenance as detailed in the Contract Documents and any addenda or modifications thereto.

The Contract Documents, in order of precedence, consist of, and may be referred to herein as:

1. The Contract as agreed to;
2. The Scope of Services, attached hereto as Exhibit "A-1", as modified by Addendum (Exhibit "A-2") and Clarified by Questions and Answers (Exhibit "A-3");
3. The Addendum, modifying the Scope of Services, Questions and Answers, or other Contract Documents;
4. The Forte Software License, attached hereto as Exhibit "B-1";
5. The Forte Confidentiality and Non-Disclosure Agreement ("Forte CNDA"), attached hereto as Exhibit "B-2";

6. The Method of Compensation, attached hereto as Exhibit "C";
7. The Technical Proposal, not attached hereto because of its volume, but incorporated herein by this reference nonetheless; and
8. The Price Proposal attached hereto as Exhibit "D".

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the unit prices negotiated for each task authorized by AUTHORITY.

Notwithstanding their incorporation into this Contract, the Forte Software License and Forte CNDA may also be separately enforced on their own as stand-alone contracts and shall take precedence over all other contract documents only with regard to AUTHORITY'S right to use the Forte Software and the confidentiality and non-disclosure of the Forte Software, respectively.

Notwithstanding any references to software maintenance or software personnel contained in Contractor's Technical Proposal or Price Proposal, if such items are covered by that certain Systems Software Maintenance Contract known as SSM-01, or other systems software maintenance contract now or hereafter existing between Authority and Contractor or other consultant, such systems software maintenance contract shall control such items, not the Technical Proposal or Price Proposal identified above.

2. PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR (particularly the Key Personnel, as herein defined) 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 Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use reasonable efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

AUTHORITY considers the CONTRACTOR'S positions of Project Manager, Daniel Goggin and Maintenance Manager, Robert Davis to be "Key Personnel" with respect to the performance of the services. CONTRACTOR shall hire and maintain such Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY in advance, for approval or disapproval by AUTHORITY, and any changes in the individuals shall also be subject to written approval by AUTHORITY. AUTHORITY'S approval with respect to Key Personnel may be granted or denied in AUTHORITY'S sole and absolute discretion. The individuals who are considered Key Personnel shall be committed exclusively to performing services to the extent

indicated. CONTRACTOR may not designate the individuals comprising the Key Personnel as part of proposal or marketing teams for other projects without AUTHORITY's prior written consent, which may be granted or denied in the sole discretion of AUTHORITY. Notwithstanding anything herein to the contrary, AUTHORITY will not unreasonably withhold its consent to the transfer or dismissal of an individual designated as Key Personnel from time to time, provided that the individual has remained in the position in question for a reasonable length of time (generally measured as two (2) years); provided AUTHORITY approves the replacement for such person; and provided that a sufficient period is allowed for the transition to the approved replacement. Additionally, a person who is designated as Key Personnel may be dismissed for unsatisfactory performance.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR, transfers, reassigns, or without good cause removes, suspends, dismisses, fires, lays off, discharges, or otherwise terminates any person who constitutes Key Personnel without the prior written approval of AUTHORITY, such action shall constitute an Event of Default by CONTRACTOR hereunder. CONTRACTOR may cure such Event of Default only by replacing the Key Personnel with another employee having comparable experience and qualifications, which replacement employee has been approved by AUTHORITY in its sole and absolute discretion.

Promptly upon written request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers (for any reason whatsoever, in AUTHORITY's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY. No additional compensation in any form shall be paid to CONTRACTOR by the AUTHORITY in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

AUTHORITY may provide a template for time sheets on which all CONTRACTOR personnel shall keep detailed time entries of their work, separated by date and project, and submit weekly reports, along with monthly summaries, to the AUTHORITY.

CONTRACTOR and AUTHORITY agree not to hire or recruit for hiring each other's employees during the period of their employment and for a period of one (1) year thereafter, except that this restriction shall not apply in the event of: (i) lay-off, firing, other involuntary termination, or (ii) a written agreement between CONTRACTOR and AUTHORITY providing otherwise.

3. NONDISCRIMINATION

CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work or selection of personnel under this Contract.

4. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date of execution. There shall be two renewal options, each being two (2) years in duration, each of which may be exercised, or not, in the sole discretion of the AUTHORITY. Each option shall go into effect only upon the mailing of written execution of the option, by the AUTHORITY, at any time prior to expiration of the applicable Contract term. The contract shall be subject to an annual review by the AUTHORITY. The AUTHORITY shall have the right to terminate the contract at its discretion upon one hundred eighty (180) days notice for convenience, or sixty (60) days notice after cure period for CONTRACTOR's default. (See Article 15 for default notice and cure period). In the case of a termination for convenience under this Article, the CONTRACTOR shall be entitled to compensation as provided for under the first paragraph of Article 15 herein.

In the event of any termination of this Contract, the perpetual, non-royalty bearing license provided for herein shall survive and continue to be governed by the terms provided in the Forte Software License.

5. PAYMENT OF CONTRACTOR INVOICES

Processing and payment of CONTRACTOR invoices shall be in accordance with the Method of Compensation.

6. ANNUAL AUDITED FINANCIAL STATEMENTS

The CONTRACTOR shall submit on an annual basis its current audited financial report, statements, and any associated notes for the term of the contract, which submission shall to the fullest extent permitted by law, be considered confidential proprietary information exempt from inspection and copying under Chapter 119, Florida Statutes.

7. AUDIT AND EXAMINATION OF CONTRACT RECORDS AND PROPOSAL RECORDS

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

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions, 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 consultant doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of three (3) years after the later of: (i) final acceptance of the project by the AUTHORITY, or (ii) resolution of all claims (if any) regarding the Contract. For purposes of this Contract, final acceptance for monthly system hardware maintenance work is defined as the final day of the fifth (5th) year of the Contract, or if the Contract extension options are exercised, then the last day of the Contract. The criteria for final acceptance on tasks for Time and Material maintenance support for additional work and/or change orders under the Contract shall be established on a per task basis.

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 related to the Contract or the CONTRACTOR's performance of the Contract determined necessary by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY. Proposal 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, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

8. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, with a company or companies authorized to do business in Florida the following insurance coverage:

- a. Comprehensive General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) for any one occurrence of bodily injury or property damage;
- b. Comprehensive Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- c. Workers' Compensation Insurance Coverage, including all coverage required under Florida law (as amended from time to time hereafter).
- d. Irrevocable Letter of Credit equivalent to six (6) months service valued at minimum of \$1,000,000.00, renewable on an annual yearly basis, to be delivered upon execution of this Contract. The Irrevocable Letter of Credit may cover both this Contract and that certain

Systems Software Maintenance Contract ("SSM-01") entered into or anticipated to be entered into simultaneously herewith, if such arrangement is acceptable to the financial institution holding the Letter of Credit. In the event that either this Contract or SSM-01 is terminated, and the other remains active, then the Letter of Credit shall remain intact and in its entirety shall cover the remaining active Contract. In lieu of a Performance Bond, the AUTHORITY has allowed CONTRACTOR to maintain an Irrevocable Letter of Credit, and the conditions for drawing on the Irrevocable Letter of Credit shall be the same as if it were a Performance Bond.

e. Certificate of Insurance inclusive of Fidelity coverage in the amount of \$2,000,000.00 covering each employee for a minimum of \$100,000.00 each.

f. Contents Insurance - Covering the AUTHORITY's property in the possession and/or control of the CONTRACTOR with minimum coverage of \$2,000,000.00. The property referred to here are the Spare Parts, testing equipment, computers, and any other items of the AUTHORITY in the control of the CONTRACTOR.

Such policy or policies shall: (a) include the AUTHORITY, and such other parties the AUTHORITY shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR'S indemnity obligations, and (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance.

At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver certificates to AUTHORITY as will evidence a renewal or new policy to take the place of the one expiring. Certificates of such insurance shall be filed with the AUTHORITY at the time of Contract execution. CONTRACTOR shall pay for respective deductibles under its insurance portfolio.

9. INDEMNITY

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

10. PUBLIC RECORDS; OTHER LEGAL REQUIREMENTS;

SECURITY OF INFORMATION

Upon receipt of any public records request, CONTRACTOR shall within one (1) business day notify the AUTHORITY, and with the AUTHORITY's advance approval, CONTRACTOR shall allow public access to all documents, papers, letters, or other materials that are subject to public inspection and copying under the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with the Contract, and not exempted by statute from public inspection or copying. Failure by CONTRACTOR to grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY, provided that CONTRACTOR may timely seek a judicial or other determination of a statutory exemption prior to providing any such access.

Notwithstanding anything else in this Contract, under no circumstance will either party's compliance with Chapter 119, Florida Statutes, or with any other statutory requirement, or lawful judicial or administrative order be or be deemed a breach, default, or violation of this Contract, provided, further, that each party shall nevertheless recognize all statutory exemptions from public inspection or copying and raise such exemptions in good faith where applicable.

CONTRACTOR agrees that it will 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 in compliance with the Contract, or any particulars thereof, during the period of the Contract without first notifying AUTHORITY and securing its consent in writing.

Notwithstanding the foregoing requirements with respect to public records, each party acknowledges that the other party maintains and relies on confidential proprietary information in the form of computer software, data, information systems, communications networks and similar systems and information that is highly confidential, the release of which is not required by Chapter 119, Florida Statutes, and in some instances, may be a violation of law. The parties acknowledge that such confidential proprietary information is integral to and a critical aspect of each party's business and operations; that each party has invested substantially in human and financial resources to develop such software, data, information systems, communications networks and similar systems and information; and that the improper or illegal release of confidential information will damage the party owning or relying thereon. Each party shall protect the other party's confidential information from disclosure, release, and unauthorized alteration, according to the standard set forth in Article 11 below. If and when either party receives a request for information or data owned by or shared with the other party and is in doubt as to whether such information or data is confidential, as opposed to a public record, such party shall notify the other party and afford that party an opportunity, within an acceptable time frame for response to a public records request (which time frame is not set by statute but has been interpreted to be only a few days in most cases), to obtain a declaratory judgment or injunction relief consistent with Chapter 119, Florida Statutes.

CONTRACTOR shall provide AUTHORITY with detailed local and national background check reports conducted on each of CONTRACTOR's employees or consultants who work under this

Contract, conducted by agencies or entities selected or approved by the AUTHORITY, and those employees or consultants of CONTRACTOR who will have access to sensitive or confidential information shall be included under the fidelity coverage under Section 8.e.; or alternatively, CONTRACTOR shall provide AUTHORITY with a detailed summary of CONTRACTOR's in-house background checking procedures, which with the approval of the AUTHORITY will suffice in lieu of the foregoing requirements of this paragraph.

At AUTHORITY's sole option, AUTHORITY may provide CONTRACTOR's employees and consultants with a copy of the AUTHORITY's security policy, as updated from time to time, which such employees and consultants shall sign in acknowledgment of receipt and compliance.

11. OWNERSHIP OF EQUIPMENT, DOCUMENTS, INVENTIONS AND COPYRIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, all plans, documents, software, data and items developed with respect to and in connection with the performance of this Contract. Upon termination of this Contract, CONTRACTOR shall promptly return to AUTHORITY all of AUTHORITY's hardware, equipment, spare parts inventory, and other materials in CONTRACTOR's custody or actual or constructive possession, in good working condition except for normal wear and tear. CONTRACTOR may not use such materials in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion.

Information and work product generated in connection with this Contract shall be the property of AUTHORITY. CONTRACTOR shall not transfer, disclose or otherwise use such information or work product, or any other of the AUTHORITY'S property, for any purpose other than in performance of its duties hereunder, without AUTHORITY's prior written consent, which may be withheld or granted in the sole discretion of AUTHORITY. Information and materials with respect to the AUTHORITY and this Contract obtained by CONTRACTOR during the Term of this Contract shall remain confidential.

Notwithstanding the foregoing, the AUTHORITY acknowledges that the CONTRACTOR's proposal and technical approach reflects the use of the CONTRACTOR's *Forté Maintenance Management* software, a system component of the CONTRACTOR's *Forté™ Toll Solutions* software suite. The CONTRACTOR owned software will be provided and installed on a perpetual, royalty free, licensed basis, at no additional cost, subject to the terms of the Forte Software License and the Forte CNDA.

With respect to the equipment (i.e. hardware) aspects of that certain Supplemental Agreement 03-09, relating to CONTRACTOR'S provision of equipment for a new lane type called "Parking AVI," AUTHORITY also acknowledges that services under Supplemental Agreement 03-09 would reflect the use of methods claimed under United States Patent numbers 5,414,624 and RE

37,822 E (the "Patent Rights"). The methods and approaches reflected in the claims of the Patent Rights will be provided on a royalty free, licensed basis, at no additional cost, subject to the terms and duration provided for in such Supplemental Agreement.

The application of the AUTHORITY's ownership rights specifically exclude the CONTRACTOR's confidential and proprietary information and CONTRACTOR's corresponding data. CONTRACTOR's data includes only that data in which CONTRACTOR could claim a valid proprietary interest prior to the installation and use of CONTRACTOR's software and/or hardware on AUTHORITY's software, hardware, system, or facilities. CONTRACTOR's data specifically excludes any and all (i) data generated by or on AUTHORITY's software, hardware, system, or facilities, (ii), data generated as a result of activity on or functioning of AUTHORITY's software, hardware, system, or facilities, (iii) data generated or resulting from AUTHORITY's exercise of its license rights to CONTRACTOR's software or corresponding hardware, and (iv) any and all data in the interface of CONTRACTOR's and AUTHORITY's systems, software, hardware, facilities, or combination thereof.

CONTRACTOR's ownership rights specifically stop at and exclude the interface of CONTRACTOR's software with the AUTHORITY's system. Any modification of or addition to CONTRACTOR's software that is required to make CONTRACTOR's software compatible with the AUTHORITY's system is deemed to be part of the interface and shall be proprietary information owned by the AUTHORITY. "Interface" means and refers to any location, whether physical, electronic, or otherwise where the AUTHORITY's data meets or interacts with CONTRACTOR's software or data.¹

In all of the AUTHORITY'S and CONTRACTOR's use of each other's proprietary software and data, AUTHORITY and CONTRACTOR shall each exercise the same degree of care in protecting the security and confidentiality of the other's rights and interests as each respective party exercises in protecting its own information, but not less than reasonable care plus the standards set forth in the Contract Documents.

For purposes of its work under this Contract, CONTRACTOR shall not knowingly or intentionally violate any licenses to which CONTRACTOR is a licensee, nor knowingly or intentionally violate the intellectual property rights of third parties when using third party issued software or products.

12. DISPUTES

¹ For added assistance in determining what constitutes the "interface" and examples of data generated by or on the AUTHORITY's system, the following applies but is not exclusive or dispositive: The AUTHORITY's ARCS (arc controllers and plaza computers generate alarms based on equipment warnings and failures and transmit the associated alarm message to the host computer. The AUTHORITY's host computer provides the meeting point/point of interaction between ARCS and the CONTRACTOR's Forte system, including the receipt of the alarm messages and other maintenance related data sources, the insertion of associated records into the ARCS database and the routing of information to program applications including the Forte system.

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action and shall not limit CONTRACTOR'S remedies at law. 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 Director (and the Authority Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

Notwithstanding the foregoing, any and all disputes relating to software, other proprietary information owned by either party, the Forte Software License, or the Forte CNDA, shall not be subject to this provision, but rather may be resolved in accordance with any remedies CONTRACTOR or the AUTHORITY may have under this Contract or the Forte Software License, CNDA, and Patent License corresponding to Supplemental Agreement 03-09, incorporated herein, or otherwise at law.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

CONTRACTOR covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

14. SUBLETTING OF CONTRACTS

CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title or interest therein without written approval of AUTHORITY, which may be withheld in the AUTHORITY's sole discretion. Any subletting, sale, transfer, assignment, or other disposition of the Contract, or any portion thereof, in violation of this section shall be voidable solely at the AUTHORITY's option. Consent to assignment shall not be required in the event CONTRACTOR changes its corporate name or merges with another limited partnership, corporation or legal entity, provided such assignment requires the assignee to assume all of CONTRACTOR'S obligations under the Contract, as may be supplemented or amended from time to time.

15. TERMINATION AND DEFAULT

AUTHORITY reserves the right to terminate or suspend the Contract for convenience (in whole or in part) at any time the interest of the AUTHORITY requires such without cause for termination or suspension. In such circumstances, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on negotiated 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 not. Notwithstanding anything contained herein to the contrary, in no instance shall the AUTHORITY's exercise of its right to terminate for convenience be deemed a default by the AUTHORITY.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, or (vi) performs unsatisfactorily in the opinion of AUTHORITY reasonably exercised, AUTHORITY may give notice of default in writing to the CONTRACTOR stating the nature of the default and providing the CONTRACTOR ten (10) calendar days in which to correct the default.

If CONTRACTOR (within the ten (10) calendar day curative period, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the CONTRACTOR in default, and the Contract terminated upon sixty (60) days written notice after the end of the cure period. If a default is not reasonably susceptible to cure within the cure period, CONTRACTOR may request an extension of the cure period, which extension AUTHORITY shall not unreasonably withhold.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring 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 AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable and shall pay the AUTHORITY the amount of the excess. In no event under this Article 15 will the CONTRACTOR's liability exceed the sum of \$1,500,000.00 dollars.

If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and reasonable ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract.

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

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of the AUTHORITY, without penalty.

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

16. PREVAILING PARTY

If any contested claim causes either party to engage legal counsel, hereunder or relating to the Contract (and CONTRACTOR's work hereunder), and results in attorneys' fees and/or costs, the prevailing party in such dispute, as hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs, including costs and expenses of expert witnesses, from the non-prevailing party.

In order to be deemed the prevailing party, the claimant (whether CONTRACTOR or AUTHORITY) must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims, failing which the other party will be deemed the prevailing party in such litigation. In the event of counterclaims, if neither party receives an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims, neither party shall be deemed the prevailing party, and each party shall be responsible for its own costs

and attorneys' fees. The requirements of this paragraph shall be called the "80% Requirement." The 80% Requirement shall not apply to claims arising out of the Forte Software License or Forte CNDA.

For purposes of determining whether a judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in an award or final judgment as compensation or damages (exclusive of interest, cost or expenses), less: (i) any amount awarded to the other party (exclusive of interest, cost or expenses) on claims asserted by the other party, and (ii) any amount offered by the other party in settlement prior to initiation of litigation (exclusive of interest, cost or expense).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted by the contesting party to the other party (and disputed by the other party), and which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Claims or portions thereof, which other party agrees to pay or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If a modified, amended or substituted claim is submitted after an original claim, the highest amount of all claims shall be the basis for determining whether the award is at least eighty percent (80%) of the claim(s).

Attorneys' fees and costs awarded to the prevailing party shall include reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including all levels of pre-trial, trial, appeal, and collection. 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.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' consultants, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through the use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceeding arising out of this agreement.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this agreement.

As a condition precedent to litigation, a party shall have first submitted its claim(s) (together with supporting documentation) to the other party, and the other party shall have had sixty (60) days thereafter within which to respond thereto. Subsequent to the other party's response, the parties

shall arrange and attend non-binding mediation. Only if the parties reach impasse at mediation, may the claim(s) proceed to litigation in a court of competent jurisdiction.

The AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this 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 attorneys' fees and costs.

17. MISCELLANEOUS PROVISIONS

A. Prevailing Wage. Prevailing Wage provisions are not applicable under this Contract.

B. Force Majeure. The CONTRACTOR shall not be liable for delays during the performance of its obligations under the Contract arising out of causes beyond the reasonable control of the CONTRACTOR. Such causes include and are not limited to:

1. Acts of God; acts of public enemies; acts of war; terrorist acts; and riots (only to the extent they occur and directly affect CONTRACTOR's ability to perform under the Contract).
2. Jurisdictional governmental authorities acting outside the scope of current laws and ordinances;
3. Hurricanes, earthquakes or other natural disasters that result in a declaration of emergency by the Governor of the State of Florida within the geographical area that includes the work area;
4. Explosion that directly affects access to the work or work area;
5. Vehicular accidents not caused by CONTRACTOR or CONTRACTOR's work that block access to the work or work area.

In the event of a Force Majeure event that affects the CONTRACTOR's ability to perform, inclusive of response and/or repair time, the CONTRACTOR shall comply with the following requirements:

1. Notify the AUTHORITY in writing of the occurrence of a Force Majeure event within 72 hours of when the event directly affects CONTRACTOR's ability to perform under the Contract; and
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled work with supporting documentation, including the steps reasonably necessary and within the CONTRACTOR'S power required to protect the work, employees, materials and equipment from the effects of the event.

C. Limitation of Liability.

1. The CONTRACTOR's total liability to the AUTHORITY arising out of or related to this Contract (excluding claims arising out of bodily injury, death, and or damage to real or tangible property, and excluding claims arising out of the Forte License or Forte CNDA), from any cause or causes, and regardless of the legal theory, including warranty and negligence, shall not, in the aggregate, exceed the value of \$1,500,000.00 dollars.
2. The Statute of Limitations for any claim by either party relating to this contract, other than in warranty, shall be governed by section 95.11, Florida Statutes. Notwithstanding the foregoing, any claim under warranty must be made within the time specified in the applicable warranty clause.

D. Novation.

This Contract extinguishes and replaces the hardware maintenance provisions of and obligations set forth in that certain contract between the AUTHORITY and Science Applications International Corporation (now known as TransCore, LP – i.e., CONTRACTOR – as a result of formation and divestiture by Science Applications International Corporation), dated October 11, 1991, and the hardware maintenance provisions of and obligations set forth in all supplements, supplemental contracts, amendments, and change orders pertaining thereto (collectively, the “Project 256 Contract”). All elements and provisions of the Project 256 Contract that are not covered, extinguished, and replaced by this hardware maintenance Contract, including but not limited to software maintenance and upgrade,² host and plaza hardware maintenance and upgrade, shall remain in full force and effect under the Project 256 Contract and unaffected by this Contract. Notwithstanding any of the foregoing, all open or active supplements, supplemental contracts, amendments, and change orders to the Project 256 Contract (i.e., those under which CONTRACTOR is working on the date of the execution of this Contract, which are Supplemental Agreements 03-07, 03-08, 04-01 and 04-02) are exempt from this Novation and shall continue to be subject to their own terms and the terms of the Project 256 Contract until their respective completion. However, the parties may, by mutual agreement, individually novate such supplements, supplemental contracts, amendments, and change orders.

E. Venue.

This Contract shall be interpreted under the laws of the State of Florida, and venue for any action or proceeding arising hereunder shall be exclusively in Orange County, Florida.

² Remaining software maintenance under the Project 256 Contract does not include maintenance of Contractor's Forte Maintenance Management and Forte™ Toll Solutions software programs, which are incorporated into and governed by this Hardware Maintenance Contract.

F. Severability.

If any portion of this contract is deemed or held to be invalid or unenforceable, the remainder hereof shall continue to be of full force and effect and shall be interpreted as closely as legally possible to the original intent and purpose.

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

"AUTHORITY"

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**, a state agency and body
politic of the State of Florida

By: _____
Executive Director

ATTEST: _____
Assistant Secretary

Approved as to form and
execution only:

Shutts & Bowen, LLP, as General
Counsel to the Authority

By: _____
General Counsel
7-22-04

"CONTRACTOR"

TRANSCORE, LP, a Delaware limited partnership

By: 
General Partner

By: Vice President
(Title)


ATTEST:  (Seal)
V.P. Deputy Regional Manager
Transcore L.P.

EXHIBIT A-1
SCOPE OF SERVICES

(SHM-01)

EXHIBIT A-1

SCOPE OF SERVICES

ELECTRONIC TOLL COLLECTION SYSTEM

HARDWARE MAINTENANCE

Table of Contents

1. SCOPE	1
a. General Description of Services Required.....	1
b. Sub-Systems Maintained by Others.....	2
2. SERVICE LEVEL REQUIREMENTS	2
a. Response Time.....	2
b. Repair Time	2
c. System Availability.....	2
d. Liquidated Damages	3
e. Actual Damages	3
3. MAINTENANCE PLAN.....	4
a. General	4
b. Preventive Maintenance.....	4
c. Predictive Maintenance.....	4
d. Corrective Maintenance.....	5
e. Quality Assurance.....	5
f. Security of Authority Equipment.....	5
4. MAINTENANCE MANAGEMENT SYSTEM (MMS).....	6
5. SPARE PARTS INVENTORY and COMPONENTS	7
a. General.....	7
b. Substitution of Parts/Equipment	7
c. Quality Control and Assurance.....	8
6. MAINTENANCE GENERAL.....	8
a. Maintenance Equipment	8
b. Maintenance Workshop	8
c. Maintenance Test Facility.....	8
d. Maintenance Personnel	9
e. Time Sheets.....	9
f. Extra Work & Installation Support.....	10
g. Replacement of Lanes	10
h. Up-Coming Projects.....	10
i. Work Limitations	11
j. Inspection of Work and Materials.....	11
k. Coordination with Other Contractors.....	12
l. Maintenance of Traffic	12
7. DOCUMENTATION – Maintenance Records.....	12
8. SUBMITTALS	12
9. REPORTS.....	13

ELECTRONIC TOLL COLLECTION SYSTEM HARDWARE MAINTENANCE

I. SCOPE

a. General Description of Services Required

The Contractor shall be solely responsible for the full maintenance of the lane hardware for the Orlando Orange County Expressway Authority's (Authority) Electronic Toll Collection System (ETC) for the term of this contract. The contractor shall perform all preventive, corrective and emergency maintenance in accordance with the approved Maintenance Plan. Maintenance shall be provided through field service, operational testing, remote diagnostics and control, and by maintenance personnel either on duty or on call 24 hours a day, seven (7) days a week. Each Proposer will submit a detailed Maintenance Plan showing how the Proposer intends to carry out their responsibilities.

The Authority's ETC System consists of 11 Main Line Plazas and 44 Ramp Plazas. The main communication link is the Fiber Optic Network (FON). Each Lane has a Lane Controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms and sends them to the associated Plaza Computer, which in turn reports to the Host Computer located at the Authority's Headquarters. The Lane Controller also communicates with the Host Computer in real time to update E-PASS customer accounts.

The System is fully integrated and includes three modes of collection: Automatic Vehicle Identification (AVI), Automatic Coin Machines (ACM) and Manual Lane Terminals (MLT). The System has many mixed lane configurations and all lanes are equipped with AVI. The System currently consists of 208 toll equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance facility). There are currently 73 MLT lanes, 64 ACM lanes, and 63 dedicated AVI lanes of which 8 are Open Road Tolling (ORT) lanes, and 8 anticipated Parking AVI lanes. Only a portion of the Violation Enforcement System (VES) equipment is included in this contract, and that portion is the VES cameras and equipment in 63 manual lanes located throughout the System, and the VES equipment in the 14 of the lanes associated with the Forest Lake Plaza and Ramps. The four ORT lanes at Forest Lake Plaza and the VES equipment in the remaining lanes will be maintained under a separate maintenance contract.

b. Sub-Systems Maintained by Others

The following is a list of those sub-systems maintained by other contractors.

- Fiber Optic Network (FON) (Transport Side) – Sprint
- Plaza Access Security – Card Readers and Cards – Security One
- New VES Lane Cameras and Equipment in 122 AVI & ACM Lanes - Security One.
- System Software Maintenance – ARCS – TransCore
- Host and Plaza Computers Hardware Maintenance – TransCore
- Host and Plaza Computers System Administration - TransCore
- Local Area Networks – LAN – Headquarters & Service Center -Xtra Net Solutions
- Wide Area Network – WAN – (Router Portion of FON) – Sprint

2. SERVICE LEVEL REQUIREMENTS

a. Response Time

All Major System Hardware components that impact the collection of tolls or the safety of the plaza shall have a Response Time of two (2) hours including weekends and holidays. The Contractor is required to be on site within the specified response time twenty-four (24) hours per day, seven (7) days a week. This standard will apply in all times except during and before the peak periods during the normal work week, which in general can be described as: morning peak is from 6am to 9am, and afternoon peak is from 3:30pm to 6:30pm. During these time frames the response time will be 1 hour. The exact periods to be used to compute adherence to the standard will be determined prior to the execution of the contract. All technicians are required to carry a cell phone, pager and laptop computer. Supervisory personnel and managers are required to also carry a cell phone to ensure immediate and good lines of communications in times of emergency or need. Contractor will provide the Authority with a list of employees and their associated cell phones and pagers numbers, and will update that list any time there is a change.

b. Repair Time

Equipment failures that directly affect toll collection or impair audits shall be repaired within two (2) hours of arrival, but in no case shall the repair time exceed four (4) hours of the first notification. The total response and repair time shall be measured from the exact time that the problem is first reported to the Contractor until the equipment is brought back on-line and is functioning at full capacity.

c. System Availability

The Contractor shall be required to maintain a System-wide availability level equal to ninety-nine percent (99%). These levels of availability are set for twenty-four (24) hours

per day, seven (7) days a week, and failure to meet the stated levels shall constitute a default under the Contract. Preventive maintenance and equipment repair shall not affect or be included in the baseline availability calculations so long as equipment is repaired within the specified guaranteed repair time. Contractor will submit monthly, quarterly, and annual reports showing availability percentages and calculations by System components. Contractor's failure to timely provide reports will be cause for the Authority to withhold payment until such reports are provided.

d. Liquidated Damages

The Authority has the option of assessing Liquidated Damages for failure of the Contractor to meet the response and repair times as specified in the RFP. Liquidated Damages will be applied at the following rates:

<u>Toll Lane Equipment</u>	<u>Hourly Charge per Lane</u>	<u>Peak Period Charge</u>
Response Time	\$100	\$200
Repair/Replacement Time	\$200	\$300

The peak period repair time requirement will be dependent upon the required repair, the circumstances in the lane and the ability to perform the repairs without closing the lane to traffic. The Authority shall advise the Contractor in writing of its intent to assess Liquidated Damages within 5 days of becoming aware of occurrence of any delay. The time frame for measurement of response time and the combined response and repair time shall begin at the exact time the problem was reported to the Contractor. The time frame for the Repair shall begin as soon as the Contractor arrives at the site or begins work on the problem. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

Notwithstanding the foregoing, liquidated damages will not apply with respect to AVI lane hardware maintenance under Supplemental Agreement 03-09 if the delay is caused by the Authority's failure to timely provide resources (i.e. if Authority has Contractor's personnel assigned to conflicting work and such conflicting assignment causes the delay).

e. Actual Damages

When revenue is lost due to equipment failure, whether it involves manual collections, ACM's, AVI, or VES (only in manual lanes for purposes of this Contract), the toll revenue the Authority loses cannot be recovered from its customers. The Contractor will be held responsible for these lost revenues when (1) the Contractor has been informed of the problem and does not respond and/or repair within the specified time periods, or (2) when it is determined that the equipment failure is a result of Contractor negligence or intentionally wrongful act. The Authority reserves the right to estimate the amount of lost revenue and invoice the Contractor for that amount. The exception to this provision would be force majeure events that would limit the ability of the Contractor to perform the duties required, as such events are stated and defined in the Contract.

3. MAINTENANCE PLAN

a. General

Contractor must submit a detailed Maintenance Plan to include, but not be limited to, the following: Maintenance Management, Organization, Personnel and Staffing Plan, Sub-Contractor Activities and Controls, Preventive Maintenance Plan, Predictive Maintenance Plan, Corrective and Emergency Maintenance Plan and Procedures, Communication Plan, Quality Assurance Plan, Reports, Reporting Procedures, and Spare Parts Inventory procedures and controls. The Contractor must show how the system availability, response time and repair time requirements will be met.

After approval by the Authority, the Maintenance Plan shall be adhered to through the entire term of the contract and any successive options. The Authority may, based on actual operational experience and recommendations from the Contractor, reasonably require revisions to the Maintenance Plan to ensure that the system functions properly and always reflects current requirements. The Contractor shall make and adhere to such revisions. The Maintenance Plan will be updated annually and provided in an electronic format acceptable to the Authority.

b. Preventive Maintenance

Contractor must include a comprehensive Preventive Maintenance Plan for this project. The program should be based on manufacturers' suggested procedures and performance intervals, experience, and common sense. The plan should contain a complete schedule of proposed preventive maintenance procedures and time frames, and should include reporting methods and systems to be used to administer the plan. The Contractor will submit a monthly report on the Preventive Maintenance Activities to include a comparison of scheduled versus actual preventive maintenance activities and any appropriate statistical analysis. The Contractor shall also provide a schedule for the upcoming preventive maintenance activities on a monthly basis.

As part of the Preventive Maintenance process, based on experience and analysis, the Contractor will develop parameters to be used to identify, in the early stages, potential problems and actions to be taken to prevent those problems. An example of this, without limitation, would be observing certain characteristics of lane operations that would lead to the tuning of AVI lane equipment.

c. Predictive Maintenance

Predictive Maintenance requires the contractor to analyze failure rates and the life spans of equipment and component parts to predict when certain main items will need to be replaced. This analysis should be based on both the manufacturer's data and the historical data accumulated during the maintenance period. The Contractor will be

required to provide, at a minimum, an annual report to inform the Authority of the status of the major components of the System. This should provide the Authority with advance data regarding major components and areas they should expect to begin experiencing problems. This will allow the Authority the time to properly plan for their replacement or to take the appropriate action to avoid obsolescence or unforeseen problems.

d. Corrective Maintenance

As part of the overall Maintenance Plan the Contractor must include a corrective and emergency maintenance plan to include procedures for repair, communications, and reporting. The Contractor is required to maintain an adequate staff of trained personnel to ensure that urgent repairs can be performed twenty-four hours (24) a day, seven (7) days a week, including holidays. Contractor will provide a monthly Corrective Maintenance Report showing activities undertaken, and statistical analysis including average Response and Repair Times.

The Contractor shall maintain an around-the-clock dispatching operation to handle service calls from the plazas or Authority personnel. All major trouble calls received will be immediately dispatched to assigned technicians. Repairs that require a lane to be shut down or taken out of service must be coordinated with the plaza supervisor and the Authority. The Contractor will utilize a computerized system to track all service calls and related maintenance tasks performed by their staff. In addition to the monthly Corrective Maintenance Report, the Contractor will provide an annual report on the comprehensive history and statistical analysis of maintenance tasks performed on the system, and the Contractor's performance relating to Response and Repair times.

e. Quality Assurance

The Contractor shall maintain a Quality Control and Assurance Plan and submit updates that reflect work accomplished under the Maintenance Contract. The Contractor must show how the work of the technicians will be evaluated and how training will be provided both initially and as an on-going component.

f. Security of Authority Equipment

The Contractor shall provide a secure, suitable environment for Authority equipment and materials, including but not limited to spares and repair parts (collectively, "Equipment"). This includes, but is not necessarily limited to, restrictions on physical access as well as access via the Contractor's network. A description of the safeguards the Contractor has in place must be provided to and reasonably approved by the Authority.

Any purchase of licenses or support renewals must be pre-approved by the Authority. Upon inquiry, the Contractor will advise the Authority on the status of licenses and support renewals. Contractor is responsible for ensuring appropriate and timely renewals for licenses and support. Any late fees, damages, or penalties incurred by either party

due to the Contractor's acts or omissions relating to the license and support process will be the sole responsibility of the Contractor.

4. MAINTENANCE MANAGEMENT SYSTEM (MMS)

The Contractor is required to provide a Maintenance Management System ("MMS") to monitor and analyze the System and the maintenance activities of the Contractor. The MMS should provide a work order processing and tracking component, spare parts inventory control, and a system maintenance database. The components of the MMS should be configurable to allow for greater flexibility and adaptability in using the system. The MMS should provide for configurable alarms, priorities, templates, work orders and work authorizations.

The MMS does not have to interface directly with the ARCS system, but the MMS must track alarms, assign priorities and provide reporting and analysis. The Authority will provide for the transfer of the ARCS alarm data to the Contractor for incorporating into the Contractor's maintenance database. The MMS shall initiate and provide work orders from selectable alarms, manual initiation or preventive maintenance scheduled activities. The maintenance work orders will be the basic source of data input to the MMS. The work order must contain all relevant data required to identify and track maintenance activities, parts usage, personnel and time. Work order fields or data categories that should be included as a minimum are: description of problem/task, location, equipment/component, technician, work performed, date and time opened/closed, time spent, status, and parts used. All work orders must be tracked. The MMS must be able to provide a status report of all work orders. In addition, The MMS system will track staff times utilized for various tasks via the work orders.

For Corrective Maintenance the MMS should track Response Times and Repair Times. Currently the ARCS system provides alarm messages to the plaza, where the Plaza Manager/Supervisor is responsible for acknowledging the alarm in the System and then notifying the Maintenance Contractor. The notification is currently done through a phone answering service, twenty-four (24) hours a day, seven (7) days a week, which then contacts the appropriate technician or the Maintenance Contractor's office. Once the call has been made either from the Plaza or from the Authority, to the answering service, the Contractor is considered formally notified and the clock for response and repair time has officially commenced.

The MMS system will operate from a relational database and provide extensive reporting capabilities such as maintenance category activity. Maintenance categories must be configurable to allow the Authority flexibility in defining reporting requirements. The MMS should provide for tracking Preventive Maintenance activities and provide the ability to be used as a Predictive Maintenance Analysis tool. The Authority must have direct access to the MMS database, and the Contractor will be required to have all maintenance activity data entered within a reasonable time after the maintenance activities have occurred.

The Authority will accept alternatives that provide the policy and functional support requirements as defined above. In-use applications that apply new technology and methods that will achieve Authority objectives will be considered for this Contract.

5. SPARE PARTS INVENTORY AND COMPONENTS

a. General

The current Spare Parts Inventory is the property of the Authority and will be returned to the Authority upon termination of the Contract, or transferred to any successor Contractor, as applicable. The Contractor must fully explain the procedures, controls, software applications, and facilities intended to be used to process and track the spare parts inventory. The Contractor must also provide a list of inventory reports and samples of those reports with the proposal.

Contractor will be responsible for providing fully assembled and tested spare parts and components to replenish those that are used in the maintenance process. The Contractor will replace all parts and components used during the Maintenance Period at no cost to the Authority, and will turn over to the Authority at the end of the Contract a full spare parts inventory.

The Contractor, based on experience and analysis, shall closely monitor the need for spare parts and components and recommend additions or deletions to the inventory during the course of the contract. This should include the identification of parts no longer available, obsolescence, etc. The Authority reserves the right to approve any changes to the spare parts and components inventory after the Contract is in force. The Authority will pay for any increases to the Inventory. If the parts are obtained through the Contractor, they will be purchased on a cost plus basis. However, the Authority reserves the right to purchase items on its own and add them to the Inventory. All spares shall be maintained in good operating condition at all times. The maintenance Contractor shall provide suitable storage facilities for all spare parts and components within a reasonable travel distance from the Authority's toll facilities.

The Contractor shall provide the Authority an inventory listing of all spare parts and components in inventory on a monthly basis, and will provide a spare parts usage report on a monthly basis. This inventory of spare parts and components shall be comprehensive, accurate, and auditable throughout the term of the contract. As part of the tracking process all parts shall be encoded with a parts list number and the inventory function must keep track of warranty information for parts used and provide information to receive warranty reimbursements when appropriate.

b. Substitution of Parts/Equipment

The Contractor may substitute for parts, components, and equipment, if the Contractor receives written approval from the Authority for each specific substitution. The

Authority may reject and may not approve for payment any substituted items that were not approved in advance.

c. Quality Control and Assurance

The contractor must assure that all parts, components equipment, materials, and other items purchased for use in the system are new whenever practical. All parts and repairs must be of good quality and designed to reliably carry out their functions within the system and meet the requirements of the Contract.

6. MAINTENANCE GENERAL

a. Maintenance Equipment

The Contractor shall provide within twenty (20) days of Contract execution, and any time thereafter upon request by the Authority, a list of all major items, tools, and equipment necessary for diagnosis, repair, testing, and corrective and preventive maintenance of the system. This list shall describe the specific function of each device, and the approximate quantity required for a comprehensive and effective maintenance program.

b. Maintenance Workshop

The Contractor shall provide a workshop capable of accomplishing all repairs, modifications, assemblies, tests and installation preparation needed to maintain the system.

c. Maintenance Test Facility

The Contractor will develop, install and operate a test area for use by maintenance personnel in their workshop. The test area shall include cables and all necessary equipment to appropriately test all system equipment. The Contractor's workshop will contain a test lane that can be set up to simulate a manual toll collection lane, an ACM lane and a dedicated AVI lane. Treadle, loop and other equipment will be required to simulate the Authority's current lane configurations and ensure that proper testing shall be provided. When testing involves a new software build, the Hardware Contractor must cooperate closely with the Software Contractor to ensure that the testing is properly performed and coordinated to the extent that the lane equipment performs normally when the software installation is completed. To ensure that the lane equipment is functioning normally, the maintenance staff will operate the standard diagnostic programs for lane equipment and communications with higher-level devices (i.e. Host Computer, and Plaza Computer).

d. Maintenance Personnel

The Contractor shall maintain a full-time local field maintenance staff, consisting of an adequate number of qualified technicians, to effectively maintain the system on a twenty-four (24) hours, seven (7) days per week schedule. All field and system maintenance personnel shall be covered by fidelity insurance. All management and supervisory personnel must be covered by fidelity insurance and approved by the Authority. In addition, all maintenance personnel must undergo local and national background checks. The Contractor must submit a report annually that shows a list of employees and a certification that they are all covered by fidelity insurance. This report must be updated and submitted during the year any time an employee is added to the work force. The field maintenance personnel collectively must be familiar with all hardware diagnostic routines and the use of the test equipment.

Alternatively to the foregoing background check and fidelity insurance requirements, Contractor may provide Authority with a copy of Contractor's fidelity insurance policy, along with a detailed statement of Contractor's in-house background check and security screening procedures, and certification that such background checks have been conducted and detailed results thereof, which if approved by Authority will serve in lieu of the background screening first set forth in this paragraph.

The Project Manager and a field Maintenance Manager shall be in residence in the Orlando area for the duration of the Maintenance Contract. The field maintenance personnel shall have previous experience servicing toll collection equipment or equipment similar in nature to the system equipment. An estimate of the number of maintenance personnel to be assigned for the Contract shall be included in the Maintenance Plan.

e. Time Sheets

AUTHORITY may provide time sheets on which Key Personnel shall keep detailed time entries of their work, separated into maintenance and development, and further separated by date and project.

f. Extra Work & Installation Support

The Authority from time to time will be installing new equipment, testing vendor equipment and systems in the lanes, adding toll lanes and collection points, and constructing new roads. The Contractor will be required to provide additional support to the Authority to perform some of these tasks. When these tasks are outside the scope of the maintenance contract, the Authority will either, request a quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services, or request the Contractor to provide an estimate of hours by classification to complete the tasks. For this reason, the Contractor must submit rates on Price Proposal 2 according to classifications. Prior to the Notice to Proceed on this contract, the Contractor must provide a list those individuals who come under each classification. This list will be updated periodically as personnel change.

g. Replacement of Lanes

As shown below the Authority from time to time will be reconfiguring plazas and lanes and the Contractor will be increasing, decreasing, or changing the various lane configurations. To help accommodate these changes the Authority is requesting pricing on the maintenance of lane modes or configurations in Price Proposal 3. The pricing of the various lane modes and configurations will accommodate the adding and subtracting of lanes in the future.

h. Up-Coming Projects

The following is a list of proposed up-coming projects, which are included Authority's five (5) year plan. These are presented for informational purposes only, and the dates included are estimated dates. The Authority has not committed to either the completion of the projects or to the dates shown.

- University Blvd Ramps – Add 2 Dedicated AVI lanes, 2003.
- Curry Ford Ramps – Add 2 Dedicated AVI Lanes, 2003.
- Curry Ford Mainline – Add ORT/Express Lanes, 2004.
- Mills Avenue Off Ramp – Add 1 Ded AVI, 2004.
- Mills Avenue On Ramp – Close, 2005.
- John Young Mainline – Add 4 ORT/Express Lanes, 2 MLT/AVI 2006.
- Boggy Creek Mainline – Add 4 ORT/Express Lanes, 2 MLT/AVI 2006.
- Hiawassee Mainline – Add 4 ORT/Express Lanes, 05-06.
- Dean Mainline – Add 4 ORT/Express Lanes, 05-06.
- Holland West Mainline – Relocate and expand to include 6 ORT, 04-05.
- Holland East Mainline – Relocate and expand to include 6 ORT, 05-06.
- OIA Airport Parking AVI lanes 8 dedicated lanes, 2004.

Other Equipment Changes: In addition to the above projects, the Authority is planning to make the following equipment changes.

- Eliminate the use of Treadles at the Ramps over a period of time. The treadles at the ramps will be taken out of service as they fail. So, the only maintenance required on the ramp treadles will be their eventual removal.
- Manual Lane Terminal Replacement – The Authority currently has plans to replace 20 of the old Lucas Deeco touch screen terminals with new Nuralogic touch screen terminals by January 2003.
- UPS unit Replacement – The Authority will replace all UPS units at the Mainline Plazas by January 2003. The Authority will also replace all Ramp UPS units by December 2004.
- Lane Controller Replacement – All Lane Controllers will be replaced by June 2004 beginning in January 2003.
- ACM Processor Replacement – All ACM Processor units will be replaced by December 2004.

i. Work Limitations

The Contractor will be limited in the type of work activities that may be conducted. In general, the Contractor shall not make physical modifications to the Authority's facilities. Some examples of this would be modifications to the toll islands, structural modifications, certain electrical wiring and cuts in the pavement (without a work order form the Authority specifically ordering the work). The running of conduits and cables through the toll plaza tunnels or existing openings would be allowed. The Authority or the Authority's designated representatives must pre-approve all facilities-related work. If physical, structural or electrical modifications are requested of the maintenance Contractor to accommodate the system, the Authority will provide a specific work order, which describes the work to be done. The Contractor will provide acceptable detail sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

j. Inspection of Work and Materials

The Authority reserves the right, at any time, with reasonable notification, to inspect work areas such as the Maintenance Workshop, the Maintenance Test Facility and the Spare Parts Inventory Storage facility. The Authority may at any time inspect work on the system, components, parts, materials, equipment or other items to ensure that the system conforms to the requirements of the contract, to verify progress, or for any other reason that the Authority deems appropriate. Such inspections may occur at any site where the work is being conducted. The Authority reserves the right to reject any work, components, parts, equipment, materials or other items that do not conform to the requirements of the contract or work order. Rejected work, components, parts, equipment, or materials shall be replaced with conforming units at no cost to the Authority.

k. Coordination with Other Contractors

There are several other contractors working with the Authority on the System. Some of these are directly related to the work being done by the hardware Contractor and some are not, but it is imperative that the hardware Contractor cooperate and coordinate activities where appropriate to ensure a smooth operating system. Examples of other contractors are: Toll System Operator, Customer Service Center Operator, VES maintenance, FON maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the software Contractor and/or the installation Contractor. The hardware Contractor must take whatever steps are deemed necessary by the Authority to accommodate this requirement.

l. Maintenance of Traffic

The Authority is very sensitive to the maintenance of traffic during peak periods. Contractor must protect the maintenance of traffic during peak hours. Contractor must address lane-closing procedures, and scheduling closures during off peak times, including nights and weekends. For Express Lanes, the Authority will establish a fixed cost for set up in the express lanes. This set-up fee will be separate from the regular maintenance fee. This will accommodate the requirements for closing the Express Lanes, which include providing police coverage, barricades, and variable message signs.

7. DOCUMENTATION – MAINTENANCE RECORDS

The Contractor shall maintain current and accurate records for all system maintenance work. The records shall be organized and managed by a computerized data and information management system. The Contractor must maintain records in an electronic form easily retrievable and transferable to the Authority. All records are the property of the Authority and as such the Authority has the right to review and retrieve data and records at any time, in electronic or hard copy. The Contractor must provide a full explanation of how and what system is going to be used to fulfill this requirement. The type of database required is a relational database. In addition, the Authority must have direct access to the Contractor's database.

8. SUBMITTALS

The Contractor has provided the following documentation as a part of its proposal:

1. Transition Plan
2. Maintenance Plan
 - a. Organization & Staffing Plan
 - b. Communication Plan
3. Preventive Maintenance Plan
4. Predictive Maintenance Plan
5. Corrective & Emergency Maintenance Plan & Procedures

6. Quality Control & Assurance Plan
7. MMS, application, functionality, specifications, & reports
8. Spare Parts Inventory System, Procedures & Controls
9. Spare Parts Inventory Reports List & Examples
10. List of Required Equipment & Tools
11. List of Required Reports with examples and explanations.

9. REPORTS

The Contractor must be able to communicate with the Authority on activities being undertaken, progress being made, statistical analysis, recommendations, potential problem areas, and other timely topics. Communication can and should occur in many forms; however, it is of the utmost importance that the Authority receives periodic reports to document the status of the system and the work of the Contractor. The reports referred to in the RFP are the minimum requirement. The following is a list of some of the required reports to provide a reference point for the Contractor. The Contractor shall provide a sample report for each, with an explanation of what the report accomplishes. It is acceptable for the Contractor to accommodate certain reporting requirements with a combined report on various components, as long as the report makes sense and provides the data and analysis that the Authority is requesting.

9.1 REQUIRED REPORTS

1. System Availability Report (Quarterly, Annually)
2. Status Report on Adherence to the Maintenance Plan (Annually)
3. Preventive Maintenance Schedule (Monthly)
4. Preventive Maintenance Activities (Monthly)
 - Must show actual activities performed and compare to scheduled activities.
5. Preventive Maintenance Status Report (Quarterly, Annually)
 - Must show status of plan & any appropriate statistical analysis.
6. Predictive Maintenance Report (Semi-Annually)
 - Should show status of main components, expected life, replacement analysis, etc.
 - MTBF Analysis - Component Mean Time Before Failure.
7. Corrective Maintenance Activity Report (Monthly, Quarterly, Annually)
 - Should include monthly activities and cumulative analysis to include response and repair time analysis
 - Response Time Report – Detailed and Summary Average (Monthly)
 - Repair Time Report –Detailed and MTTR- Mean Time To Repair – Major Components (Monthly)
 - Statistical Comparison of Response & Repair Time to Contractual Requirements


CONSENT AGENDA ITEM

#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: May 17, 2019

SUBJECT: Approval of Seventh Contract Renewal with TransCore, LP for System Software
Maintenance
Contract No. 000179

Board approval is requested for the seventh renewal of the referenced contract with TransCore, LP in the amount of \$6,264,263.93 which will bring the total contract amount to 23,963,8187.36. The renewal period is for two (2) years beginning August 1, 2019 and ending July 31, 2021.

The service to be provided is to maintain CFX's toll system legacy software while new software is installed across the system.

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Jim Greer
Chief Technology & Operating Officer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 7
CONTRACT NO. 000179**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of June, 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and TransCore LP, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby CFX retained the Contractor to perform system hardware maintenance and;

WHEREAS, CFX and Contractor wish to enter into the seventh renewal the Original Agreement for a period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a seventh renewal of said Original Agreement beginning the 1st day of August, 2019 and ending the 31st day of July, 2021 at the cost of \$6,264,263.93, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services under the Sixth Renewal ending July 31, 2019, the Contractor shall execute a "Certificate of Completion of the Sixth Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Sixth Renewal ending July 31, 2019.

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

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

TRANSCORE LP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000179 (SSM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and TransCore, L.P., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004 whereby CFX retained the Contractor to perform system hardware maintenance; and

WHEREAS, CFX and Contractor wish to renew the Original Agreement for a fifth period of two (2) years;

S.P. ^{Sixth} NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a ~~fourth~~ ^{sixth} renewal of said Original Agreement beginning the 1st day of August, 2017, and ending the 31st day of July, 2019, at the cost of \$1,956,279.07, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Fourth Renewal Agreement ending July 31, 2017, the Contractor shall execute a 'Certificate of Completion of the Fourth Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Fourth Renewal Agreement ending July 31, 2017.

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

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

TRANSCORE, L.P.

BY: [Signature]
Authorized Signature
Title: SVP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000179 (SSM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of March, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system software maintenance and hardware maintenance for the host and plaza computers; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a fifth period of two (2) years as approved by the Authority's Board of Directors on March 12, 2015;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a fifth renewal of said Original Agreement beginning the 1st day of August, 2015, and ending the 31st day of July, 2017, at the not-to-exceed cost of \$1,381,194.36 which amount restates the amount of the Original Agreement and the supplements.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the fourth Contract renewal ending July 31, 2015, the Contractor shall execute a 'Certificate of Completion of the Fourth Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the fourth renewal of the Contract ending July 31, 2015.

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 except as follows:

1. The Scope of Services and hourly rates to be charged by the Contractor during the renewal period are as indicated on the attached Exhibit A.

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

TRANSCORE, L.P.

BY: Tracy Marks
Authorized Signature

Print Name: Tracy Marks

Title: President

ATTEST: Kelly Outta (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Paul Miller
Director of Procurement

Approved as to form and execution, only

Joseph Hoxatore
General Counsel for the Authority



Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000179 (SSM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 24th day of April, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system software maintenance and hardware maintenance for the host and plaza computers; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a fourth period of two (2) years as approved by the Authority's Board of Directors on April 24, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a fourth renewal of said Original Agreement beginning the 1st day of August, 2013, and ending the 31st day of July, 2015, at the not-to-exceed cost of \$2,000,000.00, which amount is in addition to the amount of the Original Agreement and the third renewal.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the third Contract renewal ending July 31, 2013, the Contractor shall execute a 'Certificate of Completion of the Third Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the second renewal of the Contract ending July 31, 2013.

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 except as follows:

1. The Scope of Services and hourly rates to be charged by the Contractor during the renewal period are as indicated on the attached Exhibit A.

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

TRANSCORE, L.P.

BY: *Jim Wilson*
Authorized Signature

Print Name: Jim Wilson

Title: SEVP

ATTEST: *Suzette A. Serrano-Diaz* (SEAL)
Secretary or Notary

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: *Paul Miller*
Director of Procurement



Approved as to form and execution, only

Joseph J. Serrano
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
CS 5/23/13
SIGNATURE / DATE

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000179 (SSM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 1st day of April, 2011, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system software maintenance and hardware maintenance for the host and plaza computers; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a third renewal of said Original Agreement beginning the 1st day of August, 2011, and ending the 31st day of July, 2013, at the not-to-exceed cost of \$2,000,000.00, which amount is in addition to the amount of the Original Agreement and the second renewal.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the second Contract renewal ending July 31, 2011, the Contractor shall execute a 'Certificate of Completion of the Second Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the second renewal of the Contract ending July 31, 2011.

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 except as follows:

1. The hourly rates to be charged by the Contractor during the renewal period are as indicated on the attached price sheet.

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

TRANSCORE, L.P.

BY: Tony Anderson

Authorized Signature

Title: Sr. Vice President

ATTEST: Diane Y Johnson (SEAL)

Secretary or Notary

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]

Executive Director

ATTEST: [Signature]

Assistant Secretary



Approved as to form and execution, only

[Signature]
General Counsel for the Authority

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000179 (SSM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 15th day of June, 2009, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system software maintenance and hardware maintenance for the host and plaza computers; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a second renewal of said Original Agreement beginning the 1st day of August, 2009 and ending the 31st day of July, 2011 at the not-to-exceed cost of \$2,000,000.00, which amount is in addition to the amount of the Original Agreement and the first renewal.

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 except as follows:

1. The hourly rates to be charged by the Contractor during the renewal period are as indicated on the attached price sheet.

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

TRANSCORE, L.P.

BY: *Joseph S. Grabis*
Authorized Signature JOSEPH S. GRABIAS
Title: VICE PRESIDENT FINANCE & ASSISTANT SECRETARY
ATTEST: *Joe C. [Signature]*
Secretary or Notary



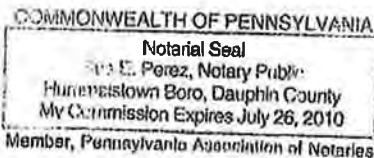
ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: *[Signature]*
Executive Director

ATTEST: *Carleen Mayzelle*
Assistant Secretary

Approved as to form and execution, only

Joseph Hesiatore
General Counsel for the Authority



Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000178 (SHM-01)

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 1st day of July, 2009, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and TransCore, L.P., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 22, 2004, whereby the Authority retained the Contractor to perform system hardware maintenance; and

WHEREAS, pursuant to Article 4 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of two (2) years;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 22nd day of July, 2009 and ending the 21st day of July, 2011 at the not-to-exceed cost of \$4,239,418.20, which amount is in addition to the amount of the Original Agreement and the supplements.

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 except as follows:

1. The rates to be charged by the Contractor during the renewal period are as indicated on the attached price sheets.

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

TRANSCORE, L.P.

BY: Joseph S. Grabinski
Authorized Signature JOSEPH S. GRABINSKI

Title: VICE PRESIDENT FINANCE

ATTEST: Russell L. Revere
Assistant Secretary of Notary RUSSELL L. REVERE



ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: [Signature]
Executive Director

[Signature]
Assistant Secretary

Approved as to form and execution, only

Joseph J. Pasatore
General Counsel for the Authority

SSM-01 CONTRACT

SYSTEMS SOFTWARE MAINTENANCE CONTRACT
(“SSM-01”)

This Systems Software Maintenance Contract (the "Contract"), made this 22 day of July 2004, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida, with a principal address of 525 S. Magnolia Avenue, Orlando, Florida, 32801 (hereinafter “AUTHORITY”) and TransCore LP, a Delaware limited partnership, with a local address of 5858 South Semoran Boulevard, Orlando, Florida 32822 (hereinafter “CONTRACTOR”):

WITNESSETH:

WHEREAS, AUTHORITY is in the business of operating a tolled expressway system (the “Expressway System”); and,

WHEREAS, AUTHORITY and CONTRACTOR’s predecessor in interest, Scientific Applications International Corporation entered into a contract on or about October 11, 1991, (hereinafter referred to as the “Project 256 Contract”) pursuant to which CONTRACTOR designed and provided a Computerized Toll Collection and Traffic Management System for the Expressway System as it then existed and which contract has been amended and supplemented from time to time as the Expressway System has expanded and as new technology has become available and economically viable; and,

WHEREAS, pursuant to the earlier Project 256 Contract between the parties, the CONTRACTOR has provided the AUTHORITY proprietary and non-proprietary software, including upgrades, various computer hardware, as well as support and maintenance services with respect to both the software and the hardware; and,

WHEREAS, the AUTHORITY has determined that it is in the AUTHORITY’s best interest to separate the services provided under the Project 256 Contract into two separate contracts, one primarily for software maintenance and upgrades but including plaza and host hardware, and the other primarily for hardware maintenance and support, excluding plaza and host hardware, while retaining application of the Project 256 Contract to all open or active supplements, supplemental contracts, amendments, and change orders to the Project 256 Contract; and,

WHEREAS, the AUTHORITY issued a Request for Proposals for the hardware portion of the contract but has determined that, given CONTRACTOR's unique qualifications and proprietary interest in portions of the AUTHORITY's existing software systems it is in the AUTHORITY's best interest to "sole-source" the software maintenance and upgrade function to CONTRACTOR;

NOW THEREFORE, in consideration of the premises, the mutual promises herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, AUTHORITY and CONTRACTOR hereby agree as follows:

1. PROVISION OF SERVICES

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 (as hereafter defined) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract. CONTRACTOR shall provide adequate, skilled, and qualified labor and resources for full performance of the Contract to industry standards and the standards set forth in the Contract Documents. The AUTHORITY may, at any time and in the AUTHORITY's sole discretion, reasonably require CONTRACTOR to increase or decrease CONTRACTOR's labor force on this Contract.

The services to be provided under this Contract include System Software Maintenance and upgrades, and hardware maintenance and upgrades for the system host and plazas, as detailed in the Contract Documents and any addenda or modifications thereto.

The Contract Documents in order of precedence, consist of and may be referred to individually herein as:

1. The Contract, as agreed to;
2. The Scope of Services, attached hereto as Exhibit "A;"
3. The Escrow Agreement, attached hereto as Exhibit "F-1" and List of Deposit Materials attached hereto as Exhibit "G."
4. The ARCS Software License, attached hereto as Exhibit "F-2;"
5. The Confidentiality and Non-Disclosure Agreement ("ARCS CNDA"), attached hereto as Exhibit "F-3;"
6. The Staffing Plan, attached hereto as Exhibit "B;"
7. The Method of Compensation, attached hereto as Exhibit "C;"
8. The Pricing Schedule, attached hereto as Exhibit "D;" and
9. The Hardware List, attached hereto as Exhibit "E."

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the unit prices negotiated for each task authorized by AUTHORITY, as herein set forth.

Notwithstanding their incorporation into this Contract, the ARCS Software License, and ARCS CNDA may also be separately enforced on their own as stand-alone contracts and shall take precedence over all other contract documents with regard to AUTHORITY'S right to use the ARCS Software and the confidentiality and non-disclosure of the ARCS Software, respectively.

2. PERSONNEL

2.1 A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR 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 Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use reasonable efforts to promptly hire and retain one or more individuals possessing such experience or expertise. All CONTRACTOR employees and the positions required under this Contract shall be designated or approved by the AUTHORITY, and replacement of same, if necessary, shall be approved by the AUTHORITY, all as more particularly detailed below.

2.2 Guaranteed Personnel. Guaranteed Personnel shall be all of those individuals or positions that CONTRACTOR shall make available exclusively to the AUTHORITY and the AUTHORITY'S work for their respective guaranteed percentages of working time ("Levels of Commitment"). The initial Guaranteed Personnel and their guaranteed Levels of Commitment (determined on a weekly basis) for maintenance and development items are designated on the Staffing Plan and Pricing Schedule. All positions identified on the Pricing Schedule are for Guaranteed Personnel, except for those identified as "To Be Determined" under ARCS Development.

2.3 CONTRACTOR shall hire and maintain employees required for the provision of services under the Contract, throughout the Term of the Contract. The identity of the individuals, initially assigned to each position, shall be submitted to AUTHORITY in advance, for approval or disapproval by AUTHORITY, and any changes in the individuals shall be subject to written approval by AUTHORITY. AUTHORITY'S approval of same may be granted or denied in AUTHORITY'S sole and absolute discretion. Individuals who are not Guaranteed Personnel may be assigned to work on other projects without AUTHORITY approval, to the extent that such assignment does not in any way interfere with the Key Personnel'S work under this Contract.

2.4 Guaranteed Personnel shall be available exclusively to perform services for the AUTHORITY commensurate with their respective guaranteed Levels of Commitment. Levels of Commitment are based on the percentage of the respective Guaranteed Personnel's total work in a given week, based on a minimum 40-hour work week from which the Level of Commitment is calculated. CONTACTOR'S compensation for work performed by Guaranteed Personnel shall be based on their individual guaranteed Level of Commitment. There shall be no additional charge for guaranteeing Levels of Commitment associated with Guaranteed Personnel.

2.5 AUTHORITY may provide time sheets on which Guaranteed Personnel shall keep detailed time entries of their work, separated into maintenance and development, and further separated by date and project. CONTRACTOR shall give AUTHORITY at least forty-eight (48) hours advance notice when a Key Personnel takes a leave from AUTHORITY work for longer than two (2) days to work on non-AUTHORITY projects (which work in any event still shall not conflict with Levels of Commitment for Guaranteed Personnel, calculated on a weekly basis).

2.6 CONTRACTOR may designate the individuals comprising the Guaranteed Personnel as part of proposal or marketing teams for other projects only to the extent of their uncommitted time under this Contract (i.e. outside of and not conflicting with Level of Commitment), without AUTHORITY's prior written consent. CONTRACTOR may not designate Guaranteed Personnel as part of proposal or marketing teams for other projects for time or work that overlaps, interferes with, or causes delay, with respect to the respective Levels of Commitment, without AUTHORITY's prior written consent, which may be granted or denied in the sole and absolute discretion of the AUTHORITY.

2.7 Once any personnel is assigned to a task order with AUTHORITY approval, whether Guaranteed Personnel or not, that individual may not be placed on any non-AUTHORITY projects without AUTHORITY approval until completion of the assigned task order.

2.8 Notwithstanding anything herein to the contrary, AUTHORITY will not unreasonably withhold its consent to the transfer or dismissal of an individual from time to time, provided that the individual has remained in the position in question for a reasonable length of time (generally measured as one (1) year); provided AUTHORITY approves the replacement for such person; and provided that a sufficient period is allowed for the transition to the approved replacement. Additionally, a person may be dismissed for unsatisfactory performance.

2.9 If prior to the first anniversary of the Effective Date of this Contract, as hereafter defined, CONTRACTOR transfers, reassigns, or without good cause removes, suspends, dismisses, fires, lays off, discharges, or otherwise terminates any person who constitutes Guaranteed Personnel without the prior written approval of AUTHORITY, such action shall constitute a default by CONTRACTOR hereunder. CONTRACTOR may cure such default only by timely replacing the Guaranteed Personnel with another employee having comparable experience and qualifications, which replacement employee has been approved by AUTHORITY in its sole and absolute discretion.

2.10 Promptly upon written request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers (for any reason whatsoever, in AUTHORITY's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to AUTHORITY services except with the express written consent of the AUTHORITY. No additional compensation in any form shall be paid to CONTRACTOR by the AUTHORITY for the right of removal described in this paragraph or the exercise thereof.

2.11 CONTRACTOR and AUTHORITY agree not to hire or recruit for hiring each other's employees during the period of their employment and for a period of one (1) year thereafter, except that this restriction shall not apply in the event of: (i) lay-off, firing, other involuntary termination of such employee, or (ii) a Release Condition under the Escrow Agreement, or (iii) a written agreement between CONTRACTOR and AUTHORITY providing otherwise.

3. NONDISCRIMINATION

CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work or selection of personnel under this Contract.

4. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date of execution. There shall be three (3) renewal options, each being two (2) years in duration, and each of which may be exercised, or not, in the sole discretion of the AUTHORITY. The option shall go into effect only upon the mailing of written execution of the option, by the AUTHORITY, at any time prior to expiration of the applicable Contract term. The Authority shall review and monitor the Contractor's performance, and continuation of the Contract shall be subject to an annual review by the Authority. Part of the annual review will include an evaluation of System documentation. The AUTHORITY shall have the right to terminate the contract at its discretion upon one hundred eighty (180) days notice for convenience, or thirty (30) days notice after cure period for CONTRACTOR's default. (See Article 17 for default notice and cure period). In the case of a termination for convenience under this Article 4 or Article 17, the CONTRACTOR shall be entitled to compensation as provided in the first paragraph of Article 17 herein.

Any software license provided for herein shall survive termination of this Contract for the duration of the term of the license, as governed by the terms of the license.

5. PAYMENT OF CONTRACTOR INVOICES

Processing and payment of CONTRACTOR invoices shall be in accordance with the Method of Compensation.

6. ANNUAL AUDITED FINANCIAL STATEMENTS

The CONTRACTOR shall submit on an annual basis its current audited financial report, statements, and any associated notes for the term of the Contract, which submission, to the extent permitted by law, shall be considered confidential proprietary information exempt from inspection and copying under Chapter 119, Florida Statutes.

7. AUDIT AND EXAMINATION OF CONTRACT RECORDS

"Contract Records" shall include, but not be limited to: (i) listing and documentation of all software updates, modifications, upgrades, revisions, replacements, additions, enhancements, etc., installed by CONTRACTOR and operating on AUTHORITY'S system, and (ii) all other 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 related to the Contract or the CONTRACTOR's performance of the Contract determined necessary by the AUTHORITY for any purpose.

"Contractor Documents" shall include, but not be limited to: (i) interface files and specifications, (ii) system documentation, and (iii) build delivery procedures. Requested copies of Contract Documents shall be provided to the AUTHORITY by CONTRACTOR'S Project Manager as provided below and also deposited as Deposit Materials under the Escrow Agreement.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records or Contract Documents of the CONTRACTOR or any subcontractor. If the AUTHORITY requests access to or review of any Contract Records or Contract Documents and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions, constitute grounds for suspension or termination of the Contract. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Suspension or termination of the Contract for failure to comply with this section may, in the AUTHORITY'S sole discretion, preclude the CONTRACTOR from acting in the future as a subcontractor of another consultant doing work for the AUTHORITY.

CONTRACTOR shall preserve all 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 the AUTHORITY, or (ii) until all claims (if any) regarding the Contract are resolved. For purposes of this Contract, final acceptance for monthly system software maintenance work is defined as the final day of the third (3rd) year of the Contract, or if the Contract extension options are exercised, then the last day of the Contract. The criteria for final acceptance on tasks for Time and Material maintenance support for additional work and/or change orders under the Contract shall be established on a per task basis.

8. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, with a company or companies authorized to do business in Florida the following insurance coverage:

- a. Comprehensive General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) for any one occurrence of bodily injury or property damage;
- b. Comprehensive Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- c. Workers' Compensation Insurance Coverage, including all coverage required under Florida law (as amended from time to time hereafter).
- d. Irrevocable Letter of Credit equivalent to 6 months service valued at minimum of \$1,000,000.00, renewable on an annual yearly basis, to be delivered upon execution of this Contract. The Irrevocable Letter of Credit may cover both this Contract and that certain Systems Hardware Maintenance Contract ("SHM-01") entered into or anticipated to be entered into simultaneously herewith, if such arrangement is acceptable to the financial institution holding the Letter of Credit. In the event that either this Contract or SHM-01 is terminated, and the other remains active, then the Letter of Credit shall remain intact and in its entirety shall cover the remaining active Contract. In lieu of a Performance Bond, the AUTHORITY has allowed CONTRACTOR to maintain an Irrevocable Letter of Credit, and the conditions for drawing on the Irrevocable Letter of Credit shall be the same as if it were a Performance Bond.
- e. Certificate of Insurance inclusive of Fidelity coverage in the amount of \$2,000,000.00 covering each employee for a minimum of \$100,000.00 each.
- f. Contents Insurance - Covering the AUTHORITY's property in the possession and/or control of the CONTRACTOR, with minimum coverage of \$1,500,000.00.

Such policy or policies shall:

- (i) include the AUTHORITY, and such other parties the AUTHORITY shall designate, as additional insureds;
- (ii) be primary insurance;
- (iii) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations; and,

- (iv) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance.

At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver certificates to AUTHORITY as will evidence a renewal or new policy to take the place of the one expiring. Certificates of such insurance shall be filed with the AUTHORITY at the time of Contract execution. CONTRACTOR shall pay for respective deductibles and co-insurance, if any, under its insurance portfolio.

9. INDEMNITY

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

10. PUBLIC RECORDS; OTHER LEGAL REQUIREMENTS; AND SECURITY OF INFORMATION

Upon receipt of any public records request, CONTRACTOR shall within one (1) business day notify the AUTHORITY, and with the AUTHORITY's advance approval, CONTRACTOR shall allow public access to all documents, papers, letters, or other materials that are subject to public inspection and copying under the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with the Contract, and not exempted by statute from public inspection or copying. Failure by CONTRACTOR to grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY, provided that CONTRACTOR may timely seek a judicial or other determination of a statutory exemption prior to providing any such access.

Notwithstanding anything else in this Contract, under no circumstance will either party's compliance with Chapter 119, Florida Statutes, or with any other statutory requirement, or lawful judicial or administrative, order be or be deemed a breach, default, or violation of this Contract, provided, further, that each party shall nevertheless recognize all statutory exemptions from public inspection or copying and raise such exemptions in good faith where applicable.

CONTRACTOR agrees that it will 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 in compliance with the Contract, or any particulars thereof, during the period of the Contract without first notifying AUTHORITY and securing its consent in writing.

Notwithstanding the foregoing requirements with respect to public records, each party acknowledges that the other party maintains and relies on confidential proprietary information in the form of computer software, data, information systems, communications networks and similar systems and information that is highly confidential, the release of which is not required by Chapter 119, Florida Statutes, and in some instances, may be a violation of law. The parties acknowledge that such confidential proprietary information is integral to and a critical aspect of each party's business and operations; and that each party has invested substantially in human and financial resources to develop such software, data, information systems, communications networks and similar and similar systems and information; and that the release of confidential information will damage the party owning or relying thereon. Each party shall protect the other party's confidential information from disclosure, release, and unauthorized alteration, according to the standard set forth in Article 11 below. If and when either party receives a request for information or data owned by or shared with the other party and is in doubt as to whether such information or data is confidential, as opposed to a public record, such party shall notify the other party and afford that party an opportunity, within an acceptable time frame for response to a public records request (which time frame is not set by statute but has been interpreted to be only a few days in most cases), to obtain a declaratory judgment or injunction relief consistent with Chapter 119, Florida Statutes.

CONTRACTOR shall provide AUTHORITY with detailed local and national background check reports conducted on each of CONTRACTOR's employees or consultants who work under this Contract, conducted by agencies or entities selected or approved by the AUTHORITY, and those employees or consultants of CONTRACTOR who will have access to sensitive or confidential information shall be included under the fidelity coverage under Section 8.e.; or alternatively, CONTRACTOR shall provide AUTHORITY with a detailed summary of CONTRACTOR's in-house background checking procedures, which with the approval of the AUTHORITY will suffice in lieu of the foregoing requirements of this paragraph.

At AUTHORITY's sole option, AUTHORITY may provide CONTRACTOR's employees and consultants with a copy of the AUTHORITY's security policy, as updated from time to time, which such employees and consultants shall sign in acknowledgment of receipt and compliance.

11. EQUIPMENT

Upon termination of this Contract, CONTRACTOR shall promptly return to AUTHORITY all of AUTHORITY's hardware, equipment, spare parts inventory, and other materials in CONTRACTOR's custody or actual or constructive possession, in good working condition except for normal wear and tear.

12. OWNERSHIP OF DOCUMENTS, INVENTIONS AND COPYRIGHTS

This section 12 shall survive Contract termination or expiration. Pursuant to the ARCS Software License, AUTHORITY has a limited, non-exclusive, royalty-free, non-transferable, perpetual right-to-use license for the ARCS software, as defined in the ARCS Software License.

AUTHORITY is and shall be and remain the sole owner of all rights, all plans, documents, software, data and items developed with respect to and in connection with the performance of this Contract (the "SSM-01 Software"). CONTRACTOR shall have a license to use, market, and sub-license the SSM-01 software under the following conditions:

1. In the place of a royalty, CONTRACTOR shall instead provide AUTHORITY or its consultants, as AUTHORITY chooses and designates, with access to and copies of all source, object, and executable codes, along with all other documentation and records associated with the SSM-01 software, and along with training on the operation of the SSM-01 software on the AUTHORITY's system. A complete copy of the SSM-01 software, in all forms, shall be a portion of the Deposit Materials required by this Contract to be deposited into a third party escrow account, for safekeeping, in accordance with the terms of this Contract calling for an escrow agreement and in accordance with the terms of the Escrow Agreement. Placement of the SSM-01 Software into escrow with CONTRACTOR's ARCS software is for convenience and safekeeping of the SSM-01 Software and does not diminish, remove, alter, or modify the AUTHORITY's right and title in and to the SSM-01 Software, nor does it impute any right or title in and to the SSM-01 Software in favor of CONTRACTOR beyond that provided for in this Contract.

2. The term of CONTRACTOR'S license in the SSM-01 Software shall coincide with the term of the AUTHORITY'S license in the ARCS Software, including perpetual survival of this Contract. In the event of termination of the AUTHORITY'S license in the ARCS Software for any reason, then CONTRACTOR shall pay AUTHORITY a one-time license fee for continuance of the SSM-01 license, in the amount of the greater of (i) \$50,000.00 or (ii) seven percent (7 %) of the value of the task order development under the Contract accumulated at the time of license termination (or of total task order development value in the event of any ARCS license termination after Contract termination).

3. In using, marketing, and sub-licensing the SSM-01 Software, CONTRACTOR shall not engage in any contract, agreement, activity, or conduct that adversely affects the AUTHORITY'S rights and interests in the SSM-01 Software, and CONTRACTOR shall not offer its interest in the SSM-01 Software as a security interest of any kind. CONTRACTOR shall not allow any of its sub-licensees to further sub-license the SSM-01 Software without AUTHORITY's approval, which may be granted or denied in AUTHORITY's sole discretion; and CONTRACTOR shall require all sub-licensees to enter into a confidentiality and non-disclosure agreement in the same form as that of the ARCS CNDA (hereinafter, a "SSM-01 CNDA"). Except for CONTRACTOR's right to use, market, and sub-license the SSM-01 Software according to the terms hereof, CONTRACTOR shall otherwise maintain strict

confidentiality with respect to the source, object, and executable codes of SSM-01 and all other aspects of SSM-01, in accordance with the standards set forth for protecting ARCS in the ARCS CNDA (incorporated herein for this purpose).

Upon termination of this Contract, CONTRACTOR shall promptly return to AUTHORITY all of AUTHORITY's hardware, equipment, spare parts inventory, and other materials in CONTRACTOR's custody or actual or constructive possession, in good working condition except for normal wear and tear. CONTRACTOR may not use such materials in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion.

For a term equal to the term of this Contract, commencing on the date of Contract completion and final payment to the CONTRACTOR, and provided that the funding level of this Contract is not reduced during its term, the AUTHORITY shall, at its election and at no charge, cost, or fee, be entitled to receive from the CONTRACTOR any ARCS software upgrades, updates, modifications, additions, replacements, or revisions developed by the CONTRACTOR. CONTRACTOR has no responsibility to assure that such future upgrades, etc., are compatible with AUTHORITY hardware. In the event that work is required to establish compatibility, CONTRACTOR may perform such services at a cost based on the Pricing Schedule herein, plus three percent (3%) for each year beyond termination of the Contract, or if CONTRACTOR will not perform such services, AUTHORITY may retain another contractor, consultant, or employee who executes the CNDA and does not fall within the definition of "Competitor" to accomplish compatibility. The CONTRACTOR shall periodically advise the AUTHORITY respecting the existence and nature of such upgrades, updates, modifications, additions, replacements, and revisions, if any.

In all of the AUTHORITY'S and CONTRACTOR's use of each other's proprietary software and data, AUTHORITY and CONTRACTOR shall each exercise the same degree of care in protecting the security and confidentiality of the other's rights and interests as each respective party exercises in protecting its own information, but not less than reasonable care plus the standards set forth herein and in the ARCS CNDA attached hereto. For purposes of AUTHORITY data, the term "data" shall have the same meaning as set forth in the ARCS License Agreement.

CONTRACTOR shall not use any software, hardware, or materials other than CONTRACTOR-provided, AUTHORITY-provided, or AUTHORITY-approved software, hardware, and materials. CONTRACTOR shall not intentionally violate software use licenses or intellectual property rights of third parties when using third party issued software.

13. ESCROW AND RELEASE OF SOFTWARE

CONTRACTOR will place into escrow the Deposit Materials as defined in the Escrow Agreement and identified on the List of Deposit Materials attached hereto as Exhibit "G," and which Deposit Materials shall be subject to release to AUTHORITY under the terms and conditions of the Escrow Agreement. The holding of Deposit Materials in escrow shall not adversely affect or limit the services to be provided or rights and responsibilities identified under this Contract. Upon release of the ARCS Software from escrow, if any, CONTRACTOR shall execute and provide any and all documentation necessary to facilitate transfer of the escrowed ARCS Software to the AUTHORITY for the uses, intents, and purposes provided in this Contract and the ARCS Software License.

The Escrow Agreement, ARCS Software License, ARCS CNDA, SSM-01 Software license and SSM-01 Software confidentiality provisions incorporated herein, are enforceable by any party thereto in and of themselves but are also incorporated herein by this reference and shall continue in full force and effect pursuant to their respective terms and the terms of this Contract. All provisions in this Contract relating to escrow (or release from escrow) of Deposit Materials, software licenses, confidentiality agreements, and other provisions which by their context survive this Contract shall survive the termination or expiration of this Contract.

14. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action, and shall not limit CONTRACTOR'S remedies at law. 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 Director (and the Authority Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

Notwithstanding the foregoing, any and all disputes relating to Proprietary Software, the Escrow Agreement, ARCS Software License, ARCS CNDA, or other proprietary information owned by either party shall not be subject to this provision, but rather may be resolved in accordance with any remedies CONTRACTOR or the AUTHORITY may have under the Escrow Agreement, the ARCS Software License, the ARCS CNDA, SSM-01 Software license incorporated herein, and any SSM-01 CNDA, as applicable, or otherwise at law.

15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any company, firm, agent, other entity, or person, other than a bona fide employee working solely for the

CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any company, firm, agent, other entity, or person 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 any brokerage fee, however denoted.

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

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

CONTRACTOR covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards are by this reference made a part of this Contract as though set forth in full. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

16. SUBLETTING OF CONTRACT

CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or any of the CONTRACTOR's right, title or interest therein without written approval of AUTHORITY, which may be withheld in the AUTHORITY'S sole discretion. Any subletting, sale, transfer, assignment, or other disposition of the Contract, or any portion thereof, in violation of this section shall be voidable solely at the AUTHORITY's option. Consent to assignment shall not be required in the event CONTRACTOR changes its corporate name or merges with another limited partnership, corporation or legal entity, provided the assignee of such assignment assumes all of CONTRACTOR'S obligations under this Contract, as may be supplemented or amended from time to time.

17. TERMINATION AND DEFAULT

AUTHORITY reserves the right to terminate or suspend the Contract for convenience (in whole or in part) at any time the interest of the AUTHORITY requires such without cause for termination or suspension. In such circumstances, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on negotiated 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 not. Notwithstanding anything contained herein to the contrary, in no instance shall the

AUTHORITY's exercise of its right to terminate for convenience be deemed a default by the AUTHORITY.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract; or, (vi) performs unsatisfactorily in the reasonable opinion of AUTHORITY, AUTHORITY may give notice of default in writing to the CONTRACTOR stating the nature of the default and providing the CONTRACTOR ten (10) calendar days in which to correct the default.

If CONTRACTOR (within the ten (10) calendar day curative period, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the CONTRACTOR in default, and the Contract terminated upon sixty (60) days written notice after the end of the cure period. If a default is not reasonably susceptible to cure within the cure period, CONTRACTOR may request an extension of the cure period, which extension AUTHORITY shall not unreasonably withhold.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring 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 AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable and shall pay the AUTHORITY the amount of the excess. In no event under this Article 17 will the CONTRACTOR's liability exceed the value of the Letter of Credit in Article 8.

If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and reasonable ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract.

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

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any

work being performed by the CONTRACTOR for or on behalf of the AUTHORITY, without penalty.

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

18. PREVAILING PARTY

If any contested claim causes either party to engage legal counsel hereunder or relating to the Contract (and CONTRACTOR's work hereunder), and incurs attorneys' fees and/or costs (as defined hereinbelow), the prevailing party in such dispute, as hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs, including costs and expenses of expert witnesses, from the non-prevailing party.

In order to be deemed the prevailing party, the claimant (whether CONTRACTOR or AUTHORITY) must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims, failing which the other party will be deemed the prevailing party in such litigation. In the event of counterclaims, if neither party receives an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims, neither party shall be deemed the prevailing party, and each party shall be responsible for its own costs and attorneys' fees. The requirements of this paragraph shall be called the "80% Requirement." The 80% Requirement shall not apply to claims arising out of the Escrow Agreement, ARCS Software License, ARCS CNDA, SSM-01 Software License, or any SSM-01 CNDA.

For purposes of determining whether a judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in an award or final judgment as compensation or damages (exclusive of interest, cost or expenses), less: (i) any amount awarded to the other party (exclusive of interest, cost or expenses) on claims asserted by the other party, and (ii) any amount offered by the other party in settlement prior to initiation of litigation (exclusive of interest, cost or expense).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted by the contesting party to the other party (and disputed by the other party), and which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Claims or portions thereof, which other party agrees to pay or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If a modified, amended or substituted claim is submitted after an original claim, the highest amount of all claims shall be the basis for determining whether the award is at least eighty percent (80%) of the claim(s).

Attorneys' fees and costs awarded to the prevailing party shall include reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including all levels of pre-trial, trial, appeal, and collection. 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.

“Attorneys’ fees” shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys’ consultants, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through the use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceeding arising out of this agreement.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this agreement.

As a condition precedent to litigation, a party shall have first submitted its claim(s) (together with supporting documentation) to the other party, and the other party shall have had sixty (60) days thereafter within which to respond thereto. Subsequent to the other party’s response, the parties shall arrange and attend non-binding mediation. Only if the parties reach impasse at mediation, may the claim(s) proceed to litigation in a court of competent jurisdiction.

The AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this 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 attorneys’ fees and costs.

19. MISCELLANEOUS PROVISIONS

A. Prevailing Wage. Prevailing Wage provisions are not applicable under this Contract.

B. Force Majeure. The CONTRACTOR shall not be liable for delays during the performance of its obligations under the Contract arising out of causes beyond the reasonable control of the CONTRACTOR. Such causes include and are not limited to:

1. Acts of God; acts of public enemies; acts of war; terrorist acts; and riots (only to the extent they occur and directly affect CONTRACTOR's ability to perform under the Contract).
2. Jurisdictional governmental authorities acting outside the scope of current laws and ordinances;
3. Hurricanes, earthquakes or other natural disasters that result in a declaration of emergency by the Governor of the State of Florida within the geographical area that includes the work area;
4. Explosion that directly affects access to the work or work area;
5. Vehicular accidents not caused by CONTRACTOR or CONTRACTOR's work that block access to the work or work area.

In the event of a Force Majeure event that affects the CONTRACTOR's ability to perform, inclusive of response and/or repair time, the CONTRACTOR shall comply with the following requirements:

1. Notify the AUTHORITY in writing of the occurrence of a Force Majeure event within 72 hours of when the event directly affects CONTRACTOR's ability to perform under the Contract; and
 2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled work with supporting documentation, including the steps reasonably necessary and within the CONTRACTOR'S power required to protect the work, employees, materials and equipment from the effects of the event.
- C. Limitation of Liability.
1. Except for claims arising out of bodily injury, death, damage to real or tangible property, the ARCS Software License, ARCS CNDA, SSM-01 Software license provisions incorporated herein, or any SSM-01 CNDA (if any, as applicable), the CONTRACTOR's total liability to the AUTHORITY arising out of or related to this Contract, from any cause or causes, and regardless of the legal theory, including warranty and negligence, shall not, in the aggregate, exceed the total value of the Letter of Credit in Article 8.
 2. The Statute of Limitations for any claim by either party relating to this contract, other than in warranty, shall be governed by section 95.11, Florida Statutes. Notwithstanding the foregoing, any claim under warranty must be made within the time specified in the applicable warranty clause.

D. Novation.

This Contract extinguishes and replaces the software maintenance and upgrade, and host and plaza hardware maintenance and upgrade, provisions of, and obligations set forth in, the Project 256 Contract and the software maintenance and upgrade, and host and plaza hardware maintenance and upgrade, provisions of, and obligations set forth in, all supplements, supplemental contracts, amendments, and change orders pertaining thereto. All elements and provisions of the Project 256 Contract that are not covered, extinguished, and replaced by this Contract, shall remain in full force and effect under the Project 256 Contract and be unaffected by this Contract. Notwithstanding any of the foregoing, all open or active supplements, supplemental contracts, amendments, and change orders to the Project 256 Contract (i.e., those under which CONTRACTOR is working on the date of the execution of this Contract, which are Supplemental Agreements 03-07, 03-08, 04-01 and 04-02) are exempt from this Novation and shall continue to be subject to their own terms and the terms of the Project 256 Contract. However, the parties may, by mutual agreement, individually novate such supplements, supplemental contracts, amendments, and change orders.

E. Venue.

This Contract shall be interpreted under the laws of the State of Florida, and venue for any action or proceeding arising hereunder shall be exclusively in Orange County, Florida.

F. Severability.

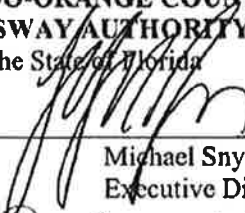
If any portion of this contract is deemed or held to be invalid or unenforceable, the remainder hereof shall continue to be of full force and effect and shall be interpreted as closely as possible to the original intent and purpose.

[SIGNATURE PAGE FOLLOWS]

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

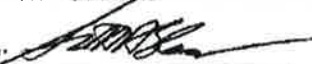
"AUTHORITY"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a state agency and body politic of the State of Florida

By: 
Michael Snyder
Executive Director

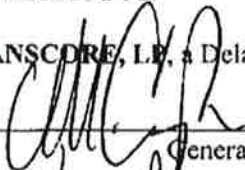
ATTEST: 
Executive Secretary

Approved as to form and execution only:
Shutts & Bowen, LLP,
General Counsel to the Authority

By: 
7-22-04

"CONTRACTOR"

TRANSCORE, L.P., a Delaware limited partnership

By: 
General Partner

By: Vice President
(Title)

ATTEST:  (Seal)

Vice Deputy Regional Mgr
Trans Core L.P.

EXHIBIT A
SCOPE OF SERVICES

(SSM-01)

Software Maintenance Scope

EXHIBIT A

SCOPE OF SERVICES

ELECTRONIC TOLL COLLECTION SYSTEM

SOFTWARE MAINTENANCE

**HOST & PLAZA HARDWARE
MAINTENANCE**

Table of Contents

1.	SCOPE.....	3
a.	General Description of Services Required.....	3
2.	SERVICE LEVEL REQUIREMENTS	3
a.	Response Time.....	3
b.	Repair Time	4
c.	System Availability.....	4
d.	Actual Damages.....	4
e.	Coordination with Other Contractors.....	5
f.	Maintenance of Traffic	5
3.	SOFTWARE MAINTENANCE REQUIREMENTS	5
a.	Configuration Management and Documentation.....	5
b.	Software Development.....	6
c.	System Support	7
d.	Escrow Account	8
4.	STAFFING	9
a.	General	9
b.	Contractor Positions.....	10
c.	Staffing Plan.....	10
d.	Quality Assurance.....	11
5.	SOFTWARE TESTING AND IMPLEMENTATION	11
6.	MAINTENANCE RECORDS	12
7.	UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM MAINTENANCE.....	12
8.	EQUIPMENT & SOFTWARE PURCHASES.....	12
9.	SUPPORT FROM CONTRACTOR'S NON-LOCAL OFFICES.....	12
10.	COORDINATION WITH OTHER CONTRACTORS.....	12

ELECTRONIC TOLL COLLECTION SYSTEM SOFTWARE AND HOST/PLAZA MAINTENANCE

1. SCOPE

a. General Description of Services Required

The Contractor shall be responsible for providing System Software Maintenance and the Hardware Maintenance for the Host and Plaza computers for the Orlando Orange County Expressway Authority's (Authority) Electronic Toll Collection System for the term of this Contract. The Electronic Toll Collection System is mission critical for the Authority and it is vital that it has the highest availability possible. For the purpose of this Contract, the term "System" refers to all software running on the lanes, plazas and hosts, all data stored on the lanes, plazas, and hosts, all hardware at the hosts, plazas, development platform, testing and training Systems and the TransCore-provided VES hardware and software. The software includes, but is not limited to, operating Systems, databases, application software, communication protocols, and third party supporting software. The Contractor shall perform System administrative activities, corrective action, and maintenance. The Contractor shall also design, develop and install new application modules and enhancements to the System as needed by the Authority, and coordinate those efforts with the Hardware Maintenance Contractor, the Operations Contractor, Authority Staff, and others as directed by the Authority. Software and Computer Hardware Maintenance shall be provided through qualified personnel and Contractors acceptable to the Authority. Contractor shall provide coverage by personnel either on duty or on call 24 hours a day, seven (7) days a week.

2. SERVICE LEVEL REQUIREMENTS

a. Response Time

System Software and Host/Plaza Computer Hardware components shall have a Response Time of two (2) hours including weekends and holidays. The Contractor is required to respond, either through remote access or on-site, and begin working on problems within two (2) hours of notification. The person responding must have the skills which are required to fix the problem within the specified repair time. The two (2) hour response time is required twenty-four (24) hours per day, seven (7) days a week. If the response time requirement is not met, the Contractor must notify the Authority as soon as possible.

In order to track response time, all problem reports will be made via a dedicated 24-hour per day telephone number which will be maintained by the Contractor for the purpose of

Software Maintenance Scope

fielding calls. Activity reports from the Contractor's telephone service must be provided to the Authority on a weekly basis.

b. Repair Time

Hardware failures at the Host/Plaza levels shall be repaired within two (2) hours of arrival on-site, but in no case shall the repair time exceed four (4) hours of the first notification. The total response and repair time shall be measured from the exact time that the problem is first reported to the Contractor until the equipment is brought back on-line and the hardware is fully functional. If the repair time requirement is not met, the Contractor must notify the Authority as soon as possible. Response and repair times for the backup host are the same as for the primary host.

Software problems will be divided into two categories: Those which impact revenue collection and those which do not. Every attempt should be made to fix all software problems within three (3) hours of being reported. The status of problems which impact revenue collection that take longer than three (3) hours to repair must be reported as soon as the situation becomes evident, and status reports must be submitted thereafter at least every four (4) hours, until the problem is corrected.

In the event of multiple software problems occurring simultaneously or overlapping, the Authority may, in its sole discretion, direct Contractor as to the order in which to proceed.

c. System Availability

The Contractor shall be required to maintain a System wide availability level equal to ninety-nine percent (99%) at the mainline plazas and ninety-nine percent (99%) at the Host. These levels of availability are set for twenty-four (24) hours per day, seven (7) days a week, and failure to meet the stated levels shall constitute a default under the Contract. Preventive maintenance and equipment repair shall not affect or be included in the baseline availability calculations so long as equipment is repaired within the specified guaranteed repair time. Contractor will submit monthly, quarterly, and annual reports showing availability percentages and calculations by lanes, ramps, plazas, host and System. Contractor's failure to timely provide reports will be cause for the Authority to withhold payment until such reports are provided.

d. Actual Damages

When revenue is lost due to equipment failure or software issues, and the toll revenue the Authority losses cannot be recovered from its customers, the Contractor will be held responsible for these lost revenues when (1) the Contractor has been informed of the

Software Maintenance Scope

problem and does not respond and/or repair within the specified time periods, or (2) when it is determined that the equipment or software failure is a result of Contractor negligence or intentional wrongful act. The Authority reserves the right to estimate the amount of lost revenue and invoice the Contractor for that amount, based on historical data or other reasonable supporting documentation. The exception to this provision would be force majeure events that would limit the ability of the Contractor to perform the duties required, as determined by the Authority, as such events are stated and defined in the Contract.

e. Coordination with Other Contractors

There are several other contractors working with the Authority on the System. Some of these are directly related to the work being done by the hardware Contractor and some are not, but it is imperative that the hardware Contractor cooperate and coordinate activities where appropriate to ensure a smooth operating system. Examples of other contractors are: Toll System Operator, Customer Service Center Operator, VES maintenance, FON maintenance, security maintenance, hardware maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the hardware Contractor and/or the installation Contractor. The software Contractor must take whatever steps are deemed necessary by the Authority to accommodate this requirement.

f. Maintenance of Traffic

The Authority is very sensitive to the maintenance of traffic during peak periods. Contractor must protect the maintenance of traffic during peak hours. Contractor must address lane-closing procedures, and scheduling closures during off peak times, including nights and weekends. For Express Lanes, the Authority will establish a fixed cost for set up in the express lanes. This set-up fee will be separate from the regular maintenance fee. This will accommodate the requirements for closing the Express Lanes, which include providing police coverage, barricades, and variable message signs.

3. SOFTWARE MAINTENANCE REQUIREMENTS

The Contractor will provide software personnel in Orlando to perform corrective action, maintenance, and enhancements to the System. These tasks include, but are not necessarily limited to:

a. Configuration Management and Documentation

1. Contractor must provide a Configuration Management Plan that will show how the Contractor will provide strict control over Configuration Management. This plan must include provisions for tracking changes, not only to the source code, but also to all other components that comprise the

Software Maintenance Scope

ARCS System. This includes, but is not limited to: configuration files, DCL scripts, source code, database scripts and parameter files, etc.

2. The Contractor must document, and submit documentation of, Configuration Management activities and processes and must report such activities to the Authority on a quarterly basis. As part of that report, the Contractor must provide an overall summary of code changes and other System modifications.
3. Contractor must provide Change Reports describing modifications to the System as changes occur.
4. Contractor must provide Software Build Reports that will include a comprehensive list of all components included in each software delivery, along with a description of what changes were made to each component.
5. Contractor must provide the Authority with a comprehensive set of System documentation on a quarterly basis. The quarterly documentation delivery will include updates to the System documentation to reflect all changes that were implemented during the quarter.

b. Software Development

1. Contractor is required to provide advance notification when a build is ready for delivery and the Authority reserves the right to review and approve the contents of the build prior to its installation.
2. Contractor must provide a description of the testing conducted and a summary of test results along with the written test plan executed for each build prior to its deployment into the production environment.
3. Contractor will perform testing, installation and verification of new software builds at Lane, Plaza, and Host levels.
4. The Contractor will perform development and testing activities primarily on machines located in Contractor's office. These machines are owned by the Authority and shall be returned to the Authority upon termination of the Contract.

The Contractor agrees to provide a secure, suitable environment for these machines. Since they may contain copies of confidential data from the Authority's production environment, the Contractor agrees to provide safeguards, according to the requirements set forth in the Contract for protection of confidential or proprietary information, to prohibit access of these Systems and the backup media through which they are updated by anyone other than approved personnel specified within this Contract. This includes, but is not necessarily limited to, restrictions on physical access as

Software Maintenance Scope

well as access via the Contractor's network. A description of the safeguards the Contractor has in place must be provided to and reasonably approved by the Authority.

Any purchase of licenses or support renewals for these development/test machines must be pre-approved by the Authority. The Contractor is responsible for seeing that licenses and support renewals are kept up-to-date on these machines and is required to maintain a schedule of all licenses and support renewal dates. Any late fees, damages, or penalties incurred due to the Contractor's acts or omissions relating to the license and support process will be the sole responsibility of the Contractor.

c. System Support

1. Contractor will perform System support as required.
2. Contractor will coordinate the problem resolution process to modify System functionality as needed.
3. Contractor will perform installation of new software, including but not limited to, application software, databases, operating Systems and other supporting software.
4. Contractor will perform System monitoring and report findings to the Authority in a timely manner. Historically, one of the most visible support tasks has been the monitoring of the application and database at the host and plazas. While the Oracle database engine has performed extremely well over the years and the ARCS application is fairly mature, the System's overall size has increased by several orders of magnitude as the traffic has increased on the System and operational requirements have grown. As a result, close monitoring of the System is essential to sustain the level of availability required by the Authority.
5. The Contractor will perform database monitoring, maintenance, and tuning as needed.
6. The Contractor will be responsible for performing restore and recovery of any component of the System as required after failure.
7. Contractor will perform migration and upgrade of the System, including software and hardware if required.
8. Contractor will be responsible for assisting Authority staff in answering user questions and identification of data errors.

Software Maintenance Scope

9. Contractor must track hardware warranties for all hardware associated with this Contract to avoid unnecessary equipment repair costs.
10. Contractor will provide resource estimates, as requested by the Authority, for all System-related projects that are submitted to the Authority's IT Steering Committee. At the end of each project, the Contractor will provide a report listing the actual hours spent on each project and any related equipment costs.
11. CONTRACTOR must provide training of Authority staff or designees on any aspect of the System requested by the Authority.
12. Contractor will troubleshoot and resolve plaza and host hardware problems and will take corrective action as needed. Prior to addition, replacement or maintenance of equipment, the Contractor will work with and advise the Authority as to the requirements, impact, and related timing for the work.
13. The Contractor will work with the Authority to establish schedules for implementing host and plaza hardware changes and will provide all logistical support and installation related labor for plaza and host hardware upgrades.

d. Escrow Account

1. A Software Escrow account must be set up and maintained by the Contractor with an independent escrow agent reasonably acceptable to the Authority. Cost of Contractor's set up and maintenance of the escrow account, including but not limited to testing and training, shall be based on the Pricing Schedule.
2. The escrow account shall be subject to the terms set forth in the Contract and Escrow Agreement. The Deposit Materials must include all components needed to generate an up-to-date set of executable code for lane, plaza and host software as well as all supporting files including, but not limited to, configuration files, command procedures, parameter files, all database related files, written procedure for creating a software build, as well as a list of required software and software versions - i.e. compilers, libraries, etc., all as further detailed in the Escrow Agreement.
3. The Contractor must completely update the Software Escrow account on an annual basis. The Deposit Materials must be tested and shown to be working in proper order at least annually. In order to test the escrowed software, the Contractor must demonstrate that the escrowed code is capable of generating an up-to-date set of executable application code by following the written procedure for creating a software build included in the escrow. A regression test that will sufficiently exercise all the modules in the System must be executed using a written test plan that has been reviewed and approved by the Authority.

Software Maintenance Scope

4. Once the software builds have been approved and accepted by the Authority, the Contractor must add to the escrow account all components included in the software builds on the terms provided in the Escrow Agreement.
5. The Contractor's Project Manager is responsible for seeing that escrow is updated as directed above.
6. Contractor's failure to keep the escrow current shall be a material breach of the Contract.

4. STAFFING

a. General

The Contractor shall maintain a full-time local System maintenance staff, to effectively support and maintain the System on a twenty-four (24) hour, seven (7) days per week schedule. The Authority maintains the right to review resumes for and to interview and approve members of the Contractor's staff who will be working on the Contract. Contractor shall comply with Article 8 of the Contract regarding insurance or bonding of all personnel.

In addition, the Contractor must engage the services of a third party which specializes in performing and assessing criminal background checks to perform nation-wide background checks for all members of the Contractor's staff who will be working on the Contract. The Authority reserves the right to review the results of the background checks and to make decisions based on the same. The Contractor must submit a report annually that shows a list of employees and a certification that they are all bonded. This report must be updated and submitted during the year any time an employee is added to the work force. **Alternatively** to the foregoing background check and bonding requirements, Contractor may provide Authority with a copy of Contractor's fidelity insurance policy, along with a detailed statement of Contractor's in-house background check and security screening procedures, and certification that such background checks have been conducted and detailed results thereof, which if approved by Authority will serve in lieu of the background screening and bonding requirements first set forth in this paragraph.

The Contractor agrees to abide by the conditions set forth in the Authority's Security Policy. All Contractor personnel (local and remote) who have access to Authority data must read and sign an acknowledgement of the terms of the Authority's Security Policy.

Each member of the Contractor's staff accessing the Authority's System, whether operating out of the Contractor's local office or from one of the Contractor's out-of-town offices, must have unique user account, username and password issued by the Authority.

Software Maintenance Scope

The Project Manager must notify the Authority of all planned staff absences such as out-of-office training and vacations affecting personnel working on the Contract. Notification of upcoming absences should be given to the Authority as far in advance as possible. The Contractor must make provisions to provide a qualified, approved backup for all staff members when the designated person is unavailable such as during vacations, etc. This can be accomplished through cross-training existing personnel or through other resources available to the Contractor such as utilizing staff members from the Contractor's other offices, however any person accessing the Authority's Systems or data, even on a temporary basis, is subject to the same requirements as set forth elsewhere in this Contract for designated personnel.

b. Contractor Positions

Guaranteed Personnel: When an individual is designated as Guaranteed Personnel, Contractor shall ensure that individual is dedicated for the guaranteed Level of Commitment to work under this Contract and no other project. In addition, the Authority can require that the individual perform whatever tasks need to be done, within reason, without an extra charge, except for time over the Level of Commitment, if applicable. This includes, but is not limited to, support, code development, design, documentation, testing, etc.

If Contractor desires that an individual filling a position which is designated as Guaranteed Personnel in this Contract must temporarily work on something other than the Contract, the redirection of efforts must be pre-approved by the Authority and the charge to the Authority for that person's time must be reduced to reflect the amount of time the person spent on non-Authority activities.

Part-time and Hourly Positions: The Contractor's Project Manager will coordinate with the Authority on the availability of those individuals filling part-time or hourly positions to assure the time which is allocated to the Contract will provide the resource level needed to meet project objectives.

Individuals who are not Guaranteed Personnel may be assigned to work on other projects without Authority approval, only to the extent that such assignment does not in any way interfere with the work under this Contract.

c. Staffing Plan

The Staffing Plan is contained in Exhibit "B." The Authority reserves the right to add or subtract positions pursuant to the terms of the Contract. The Authority reserves the right to interview and approve members of the Contractor's staff who will be working on the Contract. If the Authority requests that an individual be removed from the project in accordance with Contract terms, the Contractor will comply within 24 hours of such a request. If the Authority requests and approves a substitute, Contractor shall provide a substitute within a reasonable time frame as set by the Authority. In the event that the

Software Maintenance Scope

Authority requests removal of a member of the Contractor's staff, all necessary security measures must be taken by the Contractor to ensure that the Authority's data is protected. This includes, without limitation, deleting user names, changing passwords, retrieving access cards, etc.

Time Sheets

Authority may provide a template for detailed time sheets pursuant to Section 2.5 of the Contract that all Contractor personnel shall complete and submit to the Authority on a weekly basis, along with a summary sheet on a monthly basis, in electronic or printed format as determined by the Authority. Contractor shall ensure completion of time sheets and summaries in accordance with Contract requirements. Timesheets will show an hourly breakdown of each personnel member's activities classified by project and indicating whether the time was applied to maintenance or development activities.

Extra Work & Installation Support

The Authority from time to time may be installing new equipment, testing vendor equipment and Systems in the lanes, adding toll lanes and collection points, and constructing or expanding roads. The Contractor may be required to provide additional support to the Authority to perform some of these tasks. When these tasks require labor in addition to that provided for in the Contract, the Authority will either request a quote from the Contractor for performing the new/changed services with an appropriate credit for any deleted services, or request that the Contractor provide an estimate of hours by classification to complete the tasks. Exhibit "D" contains the Pricing Schedule according to classification that will apply to additional labor. Prior to the Notice to Proceed on this Contract, the Contractor must provide a list of those individuals who come under each classification. This list will be updated periodically as personnel change.

d. Quality Assurance

The Contractor shall maintain a Quality Control and Assurance Plan and submit updates that reflect work accomplished under the Software Maintenance Contract. The Contractor must show how the work of the personnel will be evaluated and how training will be provided both initially and as an on-going component.

5. SOFTWARE TESTING AND IMPLEMENTATION

When a new software build is required, the Contractor must cooperate closely with the Hardware Maintenance Contractor, the Operations Contractor, Authority Staff, and all other affected parties, to ensure that the testing is properly performed and that implementation is coordinated to the extent that the Systems perform normally when the software installation is completed and to assure that users are aware of any modifications that impact the user interface before the build is installed.

6. MAINTENANCE RECORDS

The Contractor shall maintain current and accurate records for all System software and Host/Plaza hardware maintenance work. The records shall be organized and managed by a computerized data and information management System. The Contractor must maintain records in an electronic form easily retrievable and transferable to the Authority. All records are the property of the Authority, and as such the Authority has the right to review and retrieve data and records at any time via electronic or hard copy. The Contractor must provide a full explanation of how and what System is going to be used to fulfill this requirement. In addition, the Authority must have direct access to the Contractor's maintenance database.

7. UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM MAINTENANCE

Contractor will provide a plan and pricing for performing maintenance on the UPS equipment for the Hosts computers.

Support for the Host's Power Ware UPS (36 kva) is currently provided by a third party. This support was arranged through the Contractor, however the Authority reserves the right to arrange for support for UPSs directly rather than through the Contractor.

8. EQUIPMENT & SOFTWARE PURCHASES

The Contractor will submit pricing quotes and obtain Authority approval for all purchases made on behalf of the Authority. This includes, but is not limited to, third party vendor services and equipment, software, support agreements, licenses and equipment repair.

9. SUPPORT FROM CONTRACTOR'S NON-LOCAL OFFICES

Contractor will provide a plan for using personnel from offices other than its local office for support and for software maintenance and enhancements, including a description of remote software support personnel and facilities. This plan must include a description of the means through which non-local staff will access the Authority's Systems. Any access from non-local offices must be pre-approved by the Authority. Staff from the Contractor's out-of-town offices are subject to the staff requirements set forth in the Contract.

10. COORDINATION WITH OTHER CONTRACTORS

There are several other contractors working with the Authority on the System. Some of these are directly related to the work being done by the software Contractor and some are not, but it is imperative that the software Contractor cooperate and coordinate activities where appropriate to ensure a smooth operating system. Examples of other contractors are: Toll System Operator, Customer Service Center Operator, VES maintenance, FON

Software Maintenance Scope

maintenance, security maintenance, hardware maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the hardware Contractor and/or the Installation Contractor. The software Contractor must take whatever steps are deemed necessary by the Authority to accommodate this requirement.


End of Exhibit "A"

**CONSENT AGENDA ITEM
#25**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: April 19, 2019

SUBJECT: Approval of Subcontractors for the E-PASS and VES Operations Contract with Egis Projects, Inc.
Contract No. 001105

Egis Projects, Inc., CFX's E-PASS and VES Operations Contractor has requested approval to use the following subcontractors: Adecco Employment Services, Apple One, Roth Staffing Companies, L.P. dba Ultimate Staffing Services and Visium Resources, Inc. to provide additional staffing services in support of E-PASS and VES Operations. The cost is expected to exceed the \$25,000.00 threshold for each subcontractor established by the Procurement Policy for subcontractors not disclosed by Egis Projects, Inc. when its contract with CFX was originally awarded.

Board approval of Adecco Employment Services, Apple One, Roth Staffing Companies, L.P. dba Ultimate Staffing Services and Visium Resources, Inc. as subcontractors to Egis Projects, Inc. is requested.

Reviewed by: 
David Wynne
Director of Toll Operations

David Wynne

From: Allie Braswell, Jr. <abraswell@egisprojectsusa.com>
Sent: Thursday, April 18, 2019 6:28 PM
To: David Wynne
Cc: Madeline Washington; Rosa Rountree
Subject: Vendor Usage and Authorization

Importance: High

Dave:

Egis Projects, Inc. utilizes many vendors to support our service delivery to our clients. As a part of our business operations, we use benefit providers, PEOs and others to meet the needs of the organization. For the CFX project, we leverage the support of temporary staffing agencies to assist in recruiting talent for this project. At the start of the project we met with the accounting and procurement departments to ensure that our paperwork and processes were explained and agreed upon. During these meetings it was our understanding that we only had to account for our minority vendors as subcontractors on the project. Egis operated with an understanding that other vendors, like Adecco Employment Services or Kelly Services were just labor vendors to Egis. As we added additional vendors to support our efforts, CFX was made aware of their support to Egis. It wasn't until recently, after meeting with procurement that it was clarified that CFX considered these staffing vendors as sub-contractors.

As for our minority partners (ACE Applications, Fagan Consulting, Validity Solutions, Express Staffing, Quality Choice, Vinali Staffing) Egis viewed these entities as potential long term partners for the duration of the contract. With each of these partners, we followed CFX procurement guidelines requesting and receiving approval to add them to the contract as sub-contractors. We tracked our distribution to each of them per the direction we received at the beginning of the contract. Once we were made aware of the need to add the other staffing agencies to the contract as sub-contractors, we took immediate action to comply with CFX's guidelines by submitting the appropriate "Request for Authorization to Sublet Services" for the following vendors:

- Adecco Employment Services
- Apple One
- Kelly Services, Inc.
- Ultimate Staffing, Inc.
- Visium Resources, Inc.

This email is submitted to assist in providing a timeline and clarity on this issue. Please let me know if you need any additional information or clarity on this topic.

Regards,

Allie



Allie L. Braswell, Jr., MA
Project Director
Egis Projects, Inc.
4974 ORL Tower Road
Orlando, Florida 32807

(407) 690-5201 office | (321) 732-9791 cell
abraswell@egisprojectsusa.com | www.egis-group.com



Follow Egis:



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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: April 17, 2019

CFX Contract Name: E-PASS and VES Operations CFX Contract No.: 001105

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

Subconsultant Name: Adecco Employment Services

Address: Department CH 14091 Palatine, IL 60055-4091

Phone No.: (407) 240-3005

Federal Employee ID No.: 94-3254410

Description of Services to Be Sublet: Staffing Services

Estimated Beginning Date of Sublet Services: April 1, 2016

Estimated Completion Date of Sublet Services: June 30, 2020

Estimated Value of Sublet Services*: \$3,165,000

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

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

Requested By:  _____
(Signature of Consultant Representative)

CEO
Title

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

Date: 4-19-19

Approved by: _____
(Signature of Appropriate Chief)

Date: _____

Attach Subconsultant's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: April 17, 2019

CFX Contract Name: E-PASS and VES Operations CFX Contract No.: 001105

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

Subconsultant Name: Apple One

Address: 307 Cranes Roost Blvd, Suite 1030 | Altamonte Springs, FL 32701

Phone No.: (407) 786-6411

Federal Employee ID No.: 95-3278704

Description of Services to Be Sublet: Staffing Services

Estimated Beginning Date of Sublet Services: May 1, 2018

Estimated Completion Date of Sublet Services: June 30, 2020

Estimated Value of Sublet Services*: \$900,000

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

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

Requested By:  _____
(Signature of Consultant Representative)

CEO
Title

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

Date: 4-19-19

Approved by: _____
(Signature of Appropriate Chief)

Date: _____

Attach Subconsultant's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: April 17, 2019

CFX Contract Name: E-PASS and VES Operations CFX Contract No.: 001105

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

Subconsultant Name: Roth Staffing Companies, L.P. dba Ultimate Staffing Services

Address: 450 N. State College Blvd. Orange, CA 92868

Phone No.: (407) 539-0788

Federal Employee ID No.: 33-0633164

Description of Services to Be Sublet: Staffing Services

Estimated Beginning Date of Sublet Services: December 15, 2018

Estimated Completion Date of Sublet Services: June 30, 2020

Estimated Value of Sublet Services*: \$300,000

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

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

Requested By:  _____
(Signature of Consultant Representative)

CEO
Title

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

Date: 4-19-19

Approved by: _____
(Signature of Appropriate Chief)

Date: _____

Attach Subconsultant's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Egis Projects, Inc. Date: April 17, 2019

CFX Contract Name: E-PASS and VES Operations CFX Contract No.: 001105

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

Subconsultant Name: Visium Resources, Inc.

Address: 541 South Orlando Avenue, Suite 201, Maitland, FL 32751

Phone No.: (321) 277-5933

Federal Employee ID No.: 04-3786700

Description of Services to Be Sublet: Staffing Services

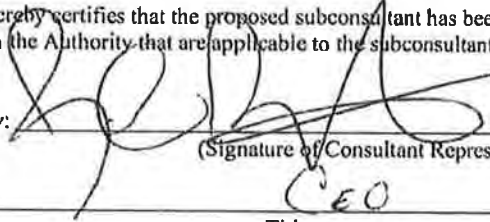
Estimated Beginning Date of Sublet Services: January 7, 2019

Estimated Completion Date of Sublet Services: June 30, 2020

Estimated Value of Sublet Services*: \$400,000

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

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

Requested By: 
(Signature of Consultant Representative)

CEO
Title

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

Date: 4-19-19

Approved by: _____
(Signature of Appropriate Chief)

Date: _____

Attach Subconsultant's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#26

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 20, 2019

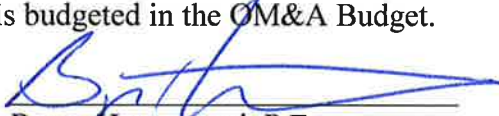

SUBJECT: Approval of Second Extension of the Inter-Local Agreement between CFX and UCF for the Wrong Way Driving Phase 3 Study: Allocating and Evaluating Countermeasures on CFX Roadway Network
Contract No. 001143

Board approval is requested for the second extension of the referenced Inter-Local Agreement between CFX and the University of Central Florida in the amount of \$230,000.00. The extension will be from August 13, 2019 to August 12, 2021. The original Agreement was two (2) years with the option to extend upon approval by both parties.

The Wrong Way Driving (WWD) deployments on CFX system are authorized by Federal Highway Administration (FHWA) under Request to Experiment (RTE) 4(09)-49 E. As a part of this RTE approval, CFX is required to provide bi-annual reports to FHWA. A key scope item of the UCF Phase III study includes the generation of monthly reports for CFX reference as well as the bi-annual reports required by FHWA. At the start of the Phase III study there were five WWD locations online, currently there are thirty-four locations online. The additional locations increased the amount of data available for review, increasing the value of the reporting. The extension proposal document outlines the scope items in the research project that will help with the further development of the CFX WWD Program.

Original Contract	\$200,000.00
First Extension	\$225,000.00
Second Extension	<u>\$230,000.00</u>
Total	\$655,000.00

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Bryan Homayouni, P.E.
Manager of Traffic Operations 

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SECOND EXTENSION
TO
INTER-LOCAL AGREEMENT BETWEEN CFX AND UCF
FOR
WRONG WAY DRIVING PHASE 3 STUDY
CONTRACT NO. 001143

This Second Extension entered into this 13th day of June, 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, (“UNIVERSITY”), the same being supplementary to the Contract between the aforesaid, dated August 13, 2015, for performing a study entitled “Wrong-Way Driving Study Phase III: Allocating and Evaluating Countermeasures on CFX Roadway Network.

1. CFX has determined it necessary to extend the term of the Original Agreement to August 12, 2021, for continuation of all current scope items along with addition of new scope items in the attached extension proposal of research project contract version 3.0.
2. UNIVERSITY hereby agrees to the extension of the Original Agreement at an increase cost of \$230,000.00 to the contract, and
3. CFX and UNIVERSITY agree that this Second Extension shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Second Extension; that acceptance of this Second Extension signifies the UNIVERSITY’s waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
4. This Second Extension is necessary to extend the term of the Original Agreement term and cost.

Contract Name: Wrong Way Driving Phase 3 Study: Allocating and Evaluating Countermeasures on CFX Roadway Network

Contract No.: 001143

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only.

General Counsel for CFX

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: _____
Authorized Signature

Print Name

Title: _____

Date: _____

Legal Content Approved for the University:

Name

Date

DRAFT VERSION
PROPOSAL FOR CONTINUATION OF RESEARCH PROJECT
CONTRACT
Version 3.0

Submitted to

Central Florida Expressway Authority
(CFX)

CONTINUATION OF PROJECT “WRONG-WAY DRIVING PHASE-3
STUDY: ALLOCATING AND EVALUATING COUNTERMEASURES ON
CFX ROADWAY NETWORK”

Project Continuation Duration	24 months
Project Continuation Period	08/13/2019-08/12/2021
Continuation Budget Amount	\$230,000

Proposal Submitted By

Haitham Al-Deek, Ph.D., P.E.
(Principal Investigator)

Professor of Civil, Environmental, and Construction Engineering,
Department of Civil, Environmental, and Construction Engineering
University of Central Florida
Orlando, FL 32816-2450
Phone: Cell (321) 695-7664, (407) 823-2988, Fax: (407) 823-3315
E-mail: Haitham.Al-Deek@ucf.edu

And

His Research Team

Administrative Contact: Joel Kennedy, Contract Manager
E-mail: Joel.Kennedy@ucf.edu
Phone: (407) 823-4676

Continuation Proposal Originally Submitted in March 2019
Revised Version Submitted in April 2019

CONTINUATION OF PROJECT TITLED “WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING AND EVALUATING COUNTERMEASURES ON CFX ROADWAY NETWORK”

Principal Investigator:

Haitham Al-Deek, Ph.D., P.E., Professor of Engineering, CECE Department, UCF, Orlando, FL 32816-2450, Cell: (321) 695-7664; Fax (407) 823-3315; email Haitham.Al-Deek@ucf.edu

1. RESEARCH GOAL AND OBJECTIVES

Research Main Goal

The main goal of this proposed continuation to the Phase-3 project is to help CFX better understand possible reasons for wrong-way driving (WWD) and the effects of Rectangular Flashing Beacon (RFB) WWD countermeasure by comparing the performance of RFBs with other WWD countermeasures suggested by the Manual of Uniform Traffic Control Devices (MUTCD) [such as Wrong Way signs equipped with light-emitting diodes (LEDs)], evaluating the impacts of improved signage and pavement markings at exit ramps equipped with RFBs, surveying wrong-way drivers to identify potential reasons why they drove wrong way and what caused them to correct their behavior if they self-corrected before being pulled over by law enforcement or crashing, analyzing the socio-demographic characteristics of wrong-way drivers and the geometric and traffic characteristics of CFX toll road exit ramp terminals to determine how these characteristics affect the likelihood of WWD behavior, updating and improving the developed WWD crash risk (WWCR) model and optimization algorithm with new certified crash data and updated input data (WWD citations, 911 calls, traffic volumes, interchange designs), and continuing to study the potential use of connected vehicle technologies to reduce WWD (including the evaluation of pilot sites with connected vehicle WWD detection and notification technologies).

Research Objectives

To achieve the main goal of this research, the following objectives need to be achieved:

- 1) **New Objective as Part of Continuation of Phase 3 Project:** Develop and conduct a survey for a random and anonymous sample of wrong-way drivers on the CFX system and other high-speed limited access facilities in Florida and beyond to identify possible reasons the drivers went wrong-way. Drivers who self-corrected before causing a crash or being pulled over by law enforcement will be asked what caused them to correct their behavior (basic signs, RFBs or other advanced countermeasures, opposing traffic, etc.). UCF will develop the survey and have a third party vendor program the survey, distribute it, and store results on their servers. The survey questions will be approved by CFX and the UCF Institutional Review Board (IRB) and tested by CFX and the UCF research team before the survey is implemented. The results of this survey can help CFX understand the main reasons behind these WWD activities and identify potential solutions to further reduce WWD (improved signage, better lighting, etc.). These results could also reveal the true reasons drivers self-correct to show the effectiveness of different types of WWD countermeasures.

- 2) **New Objective as Part of Continuation of Phase 3 Project:** Analyze and model the socio-demographic, roadway, traffic, land-use, and built environment factors on CFX roads and characteristics of exit ramp terminals to identify potential trends or indicators of WWD activity. FHWA developed a road safety audit prompt list which includes most of the important factors for WWD issues. Figure 1 below shows all the factors that are included in this prompt list. All these factors will be collected and analyzed for the CFX system and modeled to determine the most significant factors. By understanding how these characteristics affect WWD, CFX can make modifications at exit ramp terminals

and identify locations with high potential for WWD based on the analysis results. Some identified significant factors could also be included in the updated WWCR model.

Scope of Project, Function, Traffic Mix, and Road Users	Design	Signs and Markings	Time of Day Conditions	Seasonal and Temporary Conditions
Proximity of freeway access and intersections	Alignment	Positioning (conspicuity)	Lighting	Weather
	Spacing	Visibility (day and night)	Visibility	Construction
Older, unfamiliar, intoxicated drivers	Visibility	Clutter	Peak vs. off-peak traffic conditions	
Changes in traffic volume and mix	Sight lines	Confusion		
	Lane configuration	Supplementary signs and pavement markings		

Figure 1: Wrong-Way Driving Road Safety Audit Prompt List.

(Source: FHWA Wrong Way Driving Road Safety Prompt List, September 2013.
https://safety.fhwa.dot.gov/intersection/other_topics/wwd/wwdrsa/fhwasa13032.pdf)

- 3) **New Objective as Part of Continuation of Phase 3 Project:** Examine potential improvements to WWD detection technologies. These improvements could include examining the potential of using video analytics and/or license plate recognition to confirm whether detected wrong-way vehicles self-correct or continue wrong way onto the mainline. The UCF research team can also help CFX determine potential locations to deploy any new detection technologies and collect and analyze data from these deployment locations.
- 4) **New Objective as Part of Continuation of Phase 3 Project:** Investigate all WWD crashes that occurred on the CFX system since the first RFB WWD countermeasures were installed in February 2015. The crash reports for all the WWD crashes will be thoroughly reviewed to identify such details as origin point, time of day, weather condition, driver intoxication, and other pertinent information. SunGuide reports for these crashes will also be reviewed to determine the details of the response processes to

these crashes and how these processes could be improved in the future. The California Department of Transportation (Caltrans), in consultation with the California Highway Patrol (CHP) developed a checklist for wrong-way entries. The UCF research team will develop a similar checklist for the WWD crashes that occurred at CFX roadway network. This checklist will include details such as the nearest exit and entrance ramps geometry and location, time of day, lighting and weather condition, condition and presence of signs and pavement markings, presence of bars or nightclubs, and other potential information that can help CFX better understand and reduce WWD crashes.

- 5) Continue collecting data so that a sufficient sample of WWD data can be obtained for the CFX system to evaluate their implemented WWD countermeasures. Examples of this WWD data include crashes, Computer Aided Dispatch (CAD) privileged data (also known as 911 calls and events data), citations, traffic management center (TMC) logs, SunGuide reports, and detections (existing CFX system logs and video recordings, mainline detections, and future technologies implemented on the CFX system during the course of extending this project over the next two years, etc.), as well as geometric designs of interchange types that are known to have higher than normal frequency of WWD events as reported in the literature and FDOT design documents (examples of this include full or partial diamond interchanges).

Continuation Objective #5:

The above WWD data will be continuously collected and monitored every month to evaluate the safety performance of RFBs. The frequency of WWD events at the RFB sites will be statistically compared to the frequency of WWD events at sites with other types of WWD countermeasures (basic signs and pavement markings, enhanced signs

and pavement markings and/or Wrong Way signs with LEDs). To compare the RFB devices to LED signs, the UCF research team will assist CFX in identifying the best quantity of Wrong Way LED signs to install on the CFX system, as well as the best locations to install these signs. These LED signs are approved by the MUTCD to use as WWD countermeasures. The UCF research team will then collect WWD data from all implemented CFX LED sites to compare the effectiveness of RFBs and LEDs installed on CFX transportation network in reducing WWD activities. Depending on the amount of data collected at the LED sites, it might not be possible to obtain statistically significant comparisons between the RFB and LED sites until the last few months of the 24-month continuation period. Additionally, the combined effects of RFBs and improved signage and pavement markings will be studied at the 25 CFX ramps where these WWD countermeasures are present (as well as at any additional ramps that receive these countermeasures during the proposed continuation period). The complexity of having both RFBs and improved signage and pavement markings at the same exit ramps could require extensive and novel analysis to separate the benefits of each countermeasure and determine the accumulated benefits of using both countermeasures. The impacts of interchange type will also be considered in these comparisons to see if countermeasure effectiveness varies depending on the geometric design of the interchange.

- 6) Develop a scoring methodology to identify locations where deployment of RFBs would be beneficial. This methodology will consider many factors, including WWD history (crashes, CAD data/911 calls, citations, etc.), interchange design (full diamond, partial diamond, extended left turn lanes, etc.), and other factors driven by CFX (e.g.,

infrastructure readiness in terms of ITS equipment at these sites and budget considerations).

Continuation Objective #6:

The developed WWCR modeling and optimization methodology will be updated to include 2016 WWD data (with additional updates during the continuation period as more data becomes available) and improved to remove possible correlation due to overlap between the modeled roadway segments. These improvements and updates, along with potential updates to the optimization algorithm, could cause changes in the recommended RFB deployment locations. Different scenarios and sensitivity analyses of the optimization model will be conducted, additional constraints could be introduced, and other factors could be considered to determine the impact of various types of WWD countermeasures (including low-cost improvements and advanced warning devices). With these improvements, the optimization algorithm can be used to identify the best combinations of WWD countermeasures for future deployments.

- 7) Study the effects of WWD countermeasures implemented at medians. The types of median countermeasures to be studied will be determined based on the results of literature review.

Continuation Objective #7:

Additional data will be collected and analyzed for the median opening on SR 429 which was equipped with additional signage to reduce the number of vehicles making illegal U-turns (as well as for any other median openings equipped with improved signage or other countermeasures during the continuation period). These data could include median crossover citations and WWD 911 calls near the studied median opening(s). Also, data

will be collected and analyzed at comparison sites with no signage improvements to better understand the performance of these improvements. As additional data are collected during the continuation period, before/after analyses will be conducted to determine if a statistically significant sample becomes available.

- 8) Evaluate technologies that can prevent wrong-way vehicles from entering the mainline to see if these technologies are feasible and effective.

Continuation Objective #8:

Continue to evaluate the potential application of connected and automated vehicle technologies to alert and prevent wrong-way drivers from entering the mainline. Follow up on the UCF-CFX patent which is still ongoing. CFX plans to test a connected vehicle WWD notification system in May 2019. Members of the UCF research team will attend this test and record and document the details and results of this test and any additional future field tests. CFX has three roadside units to implement which will be able to provide in-vehicle notifications to wrong-way vehicles with the appropriate on-board technology. These units will be used in conjunction with FLIR thermal detection technologies. Once these units have been installed at CFX exit ramps, the UCF research team will collect and analyze data from these locations and document the successes of this technology.

- 9) Analyze the WWD detection data collected from the RFBs installed at the CFX locations to understand how drivers react to these devices (correct themselves or keep driving the wrong way).

Continuation Objective #9:

Continue to analyze WWD detection data collected from RFBs and produce monthly detection and false alerts reports verified with SunGuide reports and submit these to CFX. The effects of interchange type will be considered in these monthly reports, as well as for all other reports and comparisons in this continuation period. These reports will also include information for the 15 new RFB sites CFX plans to implement once the RFBs have been installed at these locations (total of 50 RFB sites on the CFX system). The trends of WWD acts and false alerts will be examined to understand how the RFB devices are working and how wrong-way drivers are reacting to them. The WWD detections and false alerts will also be compared across radar and laser sites on the CFX network to report the performance of different WWD detection and deterrence technologies. Locations with high frequencies of WWD acts even with the RFB devices will be examined to see what other additional measures could be implemented to reduce the occurrence of WWD at these locations. The UCF research team will also continue producing FHWA progress reports every 6 months during the two-year continuation. This will include addressing any comments from FHWA regarding the comparison of RFB performance with MUTCD-approved LED devices and basic signage and pavement markings. Additional benefit-cost analyses, such as the reduction in law enforcement response time and number of law enforcement dispatches, will also be conducted to provide a more comprehensive understanding of the benefits provided by the RFB devices.

- 10) Assist CFX in developing a methodology for deploying WWD mainline detection systems to detect wrong-way drivers that enter the mainline. This will include

determining the placement of these systems, evaluating any potential signage to use in conjunction with these systems, and collecting and analyzing the data from any potential pilot deployment of these systems.

Continuation Objective #10:

UCF will continue assisting CFX in determining mainline locations for potential deployment of WWD detection devices and/or countermeasures and will collect and analyze data for any mainline deployment systems. These mainline WWD countermeasures could include red reflective raised pavement markers, overhead-mounted DO NOT ENTER and WRONG WAY signs, and red reflective tape on the back of freeway signs. Mainline signage practices from other states will also be reviewed to ensure that the appropriate quantity and types of countermeasures are used and to help determine the optimal placement of these countermeasures. The aesthetics of signage implementation will also be considered to ensure that the implemented mainline signage is not excessive and does not impact the travel experience for right-way drivers. Any deployed mainline WWD countermeasures will be evaluated to determine how they are performing and whether any improvements could be made to improve their effectiveness.

2. EXECUTIVE SUMMARY

CFX has successfully implemented RFB WWD countermeasures at 35 exit ramps on their system. While these devices have been effectively causing wrong-way drivers to turn around, it is important to better understand the benefits of these devices, especially compared to other WWD countermeasures. Continuing this project for another 24 months will allow the UCF research team to keep collecting WWD data on the CFX system to further analyze WWD on the

CFX network and evaluate the effectiveness of RFBs and other WWD countermeasures suggested by MUTCD. These analyses will include studying the effects of improved wrong-way signage and pavement markings at ramps with RFBs to identify how these two countermeasures interact and affect each other. The UCF research team will also help CFX identify locations for potential deployment of MUTCD-compliant LED Wrong Way signs so these signs can be compared with the RFBs. Results of these analyses and comparisons can be incorporated into the WWD countermeasures optimization algorithm to identify the best combination of countermeasures to deploy in the future. Installing multiple types of WWD countermeasures at a certain location could reduce the WWD activities more than using a single type of countermeasure.

Additionally, the UCF research team will also develop a survey for wrong-way drivers, analyze socio-demographic, roadway, traffic, land use, and built environment factors on CFX roads and exit ramp terminals to identify possible reasons for WWD and factors which influence WWD behavior. This continuation of this current project will provide the UCF research team enough time to develop the survey and analyze its results so CFX can understand the reasons why these drivers went the wrong way, as well as what caused them to turn around. The survey responses could also help identify additional ways to prevent drivers from going wrong-way on exit ramps and provide more insight on the effectiveness of the installed Wrong Way RFB signs. Analyzing socio-demographic factors of wrong-way drivers, as well as roadway, traffic, land use, and built environment characteristics of CFX roadways and exit ramp terminals, can also help CFX identify locations with high potential for WWD. The UCF research team will also develop a WWD crash checklist to help CFX better record all important information for WWD crashes on

their network during the continuation of this project. This information can help CFX to take proactive steps to reduce WWD crashes and improve response to these crashes when they occur.

In addition to these new tasks, the UCF research team will continue collecting WWD data from the RFB devices and creating monthly reports during this 24-month continuation. FHWA progress reports will also be developed every six months. These reports will include comparisons between the RFB sites and control sites without RFBs, as well as comparisons between RFB and LED sites once LED signs have been deployed on the CFX system. The WWCR model and optimization algorithm previously developed during this project will also be updated and improved to include 2016 WWD data, make them more robust and accurate, and better consider the benefits and costs of various WWD countermeasures. Additional benefit-cost analyses will also be conducted on the existing RFBs to illustrate additional benefits these devices provide to law enforcement. Data will also continue to be collected for the median opening at SR 429 where improved signage was implemented (and any other additional sites that may be implemented during the 24 months continuation period) to understand how this signage reduces the frequency of illegal U-turns. New potential WWD detection technologies and countermeasures, such as video analytics, license plate recognition, and the use of automated and connected vehicle technologies, will also be researched to ensure CFX remains a leader in WWD detection and prevention.

The Phase-3 project continuation is a fixed lump sum 24 months with requested total budget for the continuation only of \$230,000. This will be billed in 4 equal invoices, \$57,500 each, every 6 months during the 24 months continuation period (the last invoice will be billed at the end of the last month of the continuation of the project). Details of the budget are provided on the last page of this proposal.

3. UNDERSTANDING OF THE PROBLEM

While agencies throughout the United States are currently using various types of WWD countermeasures, such as Wrong Way signs with LEDs or RFBs, enhanced signage or pavement markings, and traditional signs and pavement markings, studies have not been done comparing these countermeasures or combinations of these countermeasures with each other. CFX has installed enhanced WWD signs and pavement markings at some locations that also have RFB WWD countermeasures, allowing for comparison between RFB ramps with these improvements and ones without these improvements. Additionally, installing LED Wrong Way signs on some CFX exit ramps could allow for comparison between these MUTCD-compliant LED signs and the currently installed RFBs. In order for these comparisons to be statistically significant, extensive data will need to be collected at these locations. Additionally, previous studies have shown that some serious and habitual traffic violations are linked to socio-demographic characteristics of the violators. These studies have not focused on wrong-way drivers, but it is hypothesized that there will be similar results for wrong-way drivers. This hypothesis will be verified with data analysis and modeling. Roadway, traffic, and other characteristics of CFX roadways and exit ramp terminals can also affect the number of WWD incidents. These factors will be collected and analyzed for CFX toll roads and exit ramp terminals to identify significant factors which increase the chance of drivers going the wrong-way. Surveying drivers who went wrong-way on CFX roadways or other toll roads and interstates throughout Florida can provide further insight into the WWD problem and how to effectively reduce it. These findings could help CFX identify potential improvements to signage, lighting, or other conditions at the exit ramps which could reduce the chance of drivers going the wrong way. This survey could also show the main reasons wrong-way drivers self-correct (traditional signage, enhanced signage, RFBs or LEDs, opposing traffic, etc.) and provide a clearer picture of the thought processes of

wrong-way drivers. When a WWD crash occurs, it is important to understand the details of these crashes and responses to them. The checklist that the UCF research team will develop can help ensure that all the necessary information about a WWD crash is collected.

Even with advanced WWD countermeasures at exit ramps, some wrong-way drivers could still continue onto the mainline. Therefore, it can be beneficial to have WWD detection devices and/or countermeasures at mainline locations. CFX is planning to deploy WWD detection devices at multiple mainline locations, along with potential signage. The UCF research team will help CFX determine the best deployment locations and collect and analyze data to evaluate these deployments. Based on these evaluations, recommendations will be made on the best configurations of mainline WWD detection devices and countermeasures.

4. BENEFITS TO CFX

The main benefits of this Phase-3 study and its continuation to CFX are:

- Saving lives of CFX customers from the danger they could face if wrong-way drivers continue to the mainline without being detected in time, self-correcting, and/or being stopped.
- Demonstrating that CFX is using their budget carefully and wisely by installing RFBs and other effective countermeasures where they are most needed.
- Evaluating the effects of RFBs and other WWD countermeasures to understand which countermeasures are effective in which locations and which locations could require additional measures to reduce WWD.
- Contributing to the development of potential innovative technologies to better detect and prevent wrong-way drivers from entering the mainline.

-
- Ensuring that CFX remains at the cutting edge of WWD research by investigating new potential WWD countermeasures and detection technologies, including connected and automated vehicle technologies.
 - Enabling CFX to evaluate mainline detection and deterrence technologies to detect and deter wrong-way drivers who reach the mainline so they can be stopped before they cause a crash.
 - Demonstrating to CFX's customers that their safety is priority.
 - **Additional Project Continuation Benefits:**
 - Helping CFX understand the reasons (socio-demographic, roadway, traffic, land use, and built environment factors) that potentially caused drivers to go wrong way at exit ramps.
 - Providing CFX with a checklist to collect important information on WWD crashes and better understand the characteristics of and response to these crashes.
 - Comparing the effectiveness of RFBs and other WWD countermeasures that are approved by MUTCD in reducing WWD on the CFX road network.
 - Responding to FHWA comments by extensively analyzing the performance of RFBs and comparing them to other countermeasures and control sites.

-
- Evaluating the performance of implemented connected vehicle roadside units and FLIR thermal detection to understand how these technologies work in detecting and notifying wrong-way drivers.

5. PLAN FOR IMPLEMENTATION OF RESULTS

The results of this continuation of the Phase-3 study will help CFX understand how various WWD countermeasures and combinations of these countermeasures affect WWD. Evaluating and comparing the performance of multiple WWD countermeasures can help CFX understand the benefits of each countermeasure and install the most effective countermeasures on their road networks in the future. The wrong-way driver survey results will help CFX understand the main reasons drivers went wrong-way at exit ramps, as well as the main reasons they corrected their behavior. These findings can provide further insights into the effectiveness of the installed RFB devices, as well as other WWD countermeasures. In addition to this survey, the analysis of socio-demographic characteristics of wrong-way drivers who crashed or were cited by law enforcement and other potential contributing factors will help CFX understand the significance of these factors and identify locations with high potential for WWD. The analysis of geometric design and traffic characteristics on CFX roadways and at exit ramp terminals will also help CFX identify influencing factors, determine locations with a high number of actual and potential WWD entries, and take necessary and appropriate steps to combat this WWD problem. The developed WWD crash checklist will help CFX collect important information about WWD crashes and make improvements to WWD countermeasures and response procedures. Updating and improving the WWCR model and optimization algorithm to include more recent data and be more robust will ensure that locations with high WWD crash risk are selected for priority

implementation of RFBs or other WWD countermeasures in the best manner. With this knowledge, CFX can effectively decide on what types of WWD countermeasures to implement to cost-effectively reduce WWD crashes on their system.

6. PROPOSED RESEARCH APPROACH

Tasks

To achieve the stated goal and objectives of this proposed project, the University of Central Florida's (UCF) research team members under the guidance of Professor Haitham Al-Deek, Ph.D., P.E., (UCF Principal Investigator, PI), will perform the proposed project tasks listed in this section. Their aim will be to assist CFX in optimally implementing various WWD countermeasures at ramps and mainline locations and assessing their performance, understanding the potential applications of automated and connected vehicle technologies for WWD prevention and notification, and identifying the major reasons and factors that cause people to drive wrong-way. Professor Al-Deek will be assisted by several members of his research team. His current research team includes: Adrian Sandt, Ph.D., a postdoctoral researcher; Md. Imrul Kayes, a UCF Ph.D. candidate; Ghalia Gamaleldin, a UCF Ph.D. student; and outstanding undergraduate engineering students Valentina Gamero, Patrick Blue, Kameron Taylor, and John McCombs. Also, other graduate and/or undergraduate students may join this project throughout the continuation period as needed. Additionally, Dr. Grady Carrick of Enforcement Engineering Inc., who is a former Chief of FHP in Jacksonville area (for a period of 30 + years) with very important hands-on experience in first response to WWD incidents, will also be subcontracted by UCF as consultant to assist in critical data collection on the performance

of WWD countermeasures (Formal commitment will be provided by the consultant when funding is established).

Some tasks from the original UCF-CFX WWD Phase-3 contract have already been completed; these tasks are not listed in this section. These completed tasks are Tasks #4, 5, and 7 of the original project proposal. The tasks which will be performed by the UCF research team as part of the continuation period are the following:

1. *Phase-3 Continuation Kick-Off Meeting between UCF Research Team and CFX.* This meeting will be conducted within the first month of the project continuation period.

2. *Methodology Development.* A methodology will be developed to identify locations at the highest risk for WWD activity. This methodology may use some or all of the following: historic WWD data, including crashes, CAD/911 calls and events, citations, TMC reports, and detection data, as well as design characteristics (interchange type and presence of potentially confusing features) to estimate the WWD risk of the selected ramps and other potential ramps that were not selected.

Continuation of Task #2:

The developed WWCR model will be updated to include 2016 WWD data (with additional updates during the continuation period as more data becomes available). The WWCR model will also be improved to remove possible correlation due to overlap between the modeled roadway segments. These improvements and updates will make the model more accurate and robust. The incorporation of WWD crash costs and the ability to consider multiple types of WWD countermeasures will also be considered, allowing the model to more accurately show the

estimated costs of WWD on various roadway segments and the expected benefits due to RFBs and other WWD countermeasures. This task will help achieve Objectives 2 and 6.

3. *Collection and Analysis of WWD Data.* Accurate and reliable data is crucial for this project. A variety of WWD data will be collected and analyzed for the entire CFX system. Examples of this data include WWD crash data, CAD/911 call and event data, citation data, TMC logs, and SunGuide reports. Additionally, WWD detection data obtained from the installed RFBs will also be analyzed. Data will also be collected from the median WWD countermeasures that were implemented based on the results of Task #7 (same task number in the original Phase-3 proposal and this continuation proposal). It is highly recommended to collect as much data as possible after implementation for each site to accurately evaluate the countermeasures. The minimum period of data collection cannot be determined accurately until data is collected for several months from each location. The minimum sample size needed varies by location and will depend on the WWD activity at each location.

Continuation of Task #3:

WWD event and detection data will continue to be collected, monitored, and reported for the existing RFB sites on the CFX system, as well as for any new sites equipped with RFBs or other types of WWD countermeasures during the continuation period (including the 15 new RFB sites CFX plans to implement). Data will also be collected for the median crossover on SR 429 (and any other additional CFX roads) where enhanced signage has been (or will be) implemented during the course of the continuation project to see if the number of illegal U-turn citations have been reduced. Data will also be collected at comparison sites without treatments to better

understand how ramp and median WWD countermeasures are affecting WWD behavior. This task will help achieve Objectives 5, 7, and 9.

6. *Review of Technologies to Stop Intentional Wrong-Way Drivers.* Since intentional wrong-way drivers, such as suicidal drivers, will not correct themselves when they encounter WWD countermeasures, additional technologies could be necessary to prevent these drivers from entering (or continuing on) the mainline. A literature review will be conducted on potential technologies that can physically prevent wrong-way drivers from entering the mainline to see if these technologies are feasible or would be effective for CFX to implement. Other innovative technologies that have not previously been used as WWD countermeasures will also be evaluated to see if they would be appropriate. If feasible technologies are found, testing plans and appropriate documentation for the MUTCD's Request to Experiment (RTE) will be developed.

Continuation of Task #6:

The use of connected and automated vehicle technologies to stop wrong-way vehicles from entering the mainline will continue to be investigated. The results of CFX's testing of a connected vehicle WWD notification system will be documented. The UCF research team will also collect and analyze data from ramps equipped with connected vehicle roadside units and FLIR thermal detection to see how these technologies perform. This task will help achieve Objective 8.

8. *Progress Reports for FHWA RTE.* Every six months, a progress report will be written for the FHWA RTE of all RFBs installed on the CFX system at the time of each report. These progress

reports will indicate the progress of this experiment, including any important observations and issues that occurred or were resolved.

Continuation of Task #8:

The UCF research team will continue developing these FHWA progress reports every six months for the duration of this continuation period. Any comments from FHWA regarding comparisons between RFBs and control sites and/or comparisons between RFBs and LEDs or other MUTCD approved devices in combating WWD will be addressed. The UCF research team will also assist CFX in determining where to deploy LED Wrong Way signs in order to conduct these comparisons. The impacts of interchange type on WWD behavior will also be documented in these reports. This task will help achieve Objective 9.

9. *WWD Countermeasure Optimization Model for CFX Network.* In addition to the WWD hotspots identification model that was developed as part of Task #2 (same task number in the original Phase-3 proposal and this continuation proposal), an optimization model will also be developed. This model will consider the use of various WWD countermeasures, including low-cost improvements (enhanced signage, increased pavement markings, etc.) and advanced technologies (RFBs or other new potential technologies). With this model, CFX can determine the best WWD countermeasures to implement and where to implement them to provide the best reduction in WWD for the lowest cost.

Continuation of Task #9:

The developed optimization approach will be updated using 2016 WWD data and the improved model as discussed in Task #2. With these improvements, the optimization algorithm will be more accurate and be able to consider different types and combinations of WWD

countermeasures. Using estimated costs of WWD crashes will help identify the optimal quantity and locations for deployment of various countermeasures to achieve the maximum WWD reduction for the lowest cost. Sensitivity analyses can also be conducted to see how variations in costs and effectiveness affect the results. This task will help achieve Objective 6.

10. *Evaluation of Current RFB Deployment Sites.* Using the data collected as part of Task #3 (same task number in the original Phase-3 proposal and this continuation proposal), the ramps equipped with RFBs will be analyzed to see which ramps have higher frequencies of WWD acts and events. For any identified high-frequency ramps, potential mitigating measures to reduce the occurrence of WWD will be examined and recommended. These measures could include additional signs or markings, improved lighting, or geometric changes.

Continuation of Task #10:

The UCF research team will continue to evaluate the current RFB sites (as well the 15 RFB sites CFX plans for implementation, as well as any additional sites where RFBs are implemented during the continuation period) to determine how the RFBs have reduced WWD behavior and which sites have high WWD detection and false alert rates. Similar evaluations will be conducted for any sites equipped with LED signs or other WWD countermeasures. The effects of the improved signage and pavement markings implemented at 25 of the RFB sites will be analyzed to see how these improvements supplement the RFBs by comparing these sites to RFB sites without these improvements and control sites without these countermeasures. The impacts of interchange type will also be considered. Additional benefit-cost analyses will be conducted on the RFBs (as well as on implemented LEDs or other WWD countermeasures) to help CFX

comprehensively understand the benefits provided by these devices. This task will help achieve Objectives 5 and 9.

11. *Analysis of CFX Network for Mainline WWD Detection Deployment.* The UCF research team will assist CFX in analyzing the potential of deploying mainline WWD detection systems throughout the CFX network. First, WWD event data will be analyzed to determine mainline locations where WWD seems to occur most frequently. Then, the best type of detection systems and supplementary signage or other devices will be determined for each potential deployment location. Using this information, CFX can decide where to deploy these detection systems for a pilot test. The UCF research team will collect and analyze any data from this pilot test deployment and document the results to understand whether these systems help reduce WWD crashes and help CFX more accurately track wrong-way drivers on the mainline.

Continuation of Task #11:

The UCF research team will continue to assist CFX in determining potential mainline locations for deployment of WWD detection and/or countermeasure devices and will collect and analyze data from any mainline deployments to evaluate their performance. The UCF research team will also review studies by other states concerning WWD mainline signage to determine the best quantity, types, and locations of these signs. Any potential signage concepts will be reviewed to ensure that they do not negatively impact the aesthetics of the roadway or provide any potential confusion for right-way drivers. This task will help achieve Objective 10.

12. **New Project Continuation Task:** *Determination of Significant Reasons and Factors for Wrong-Way Driving Behavior.* To understand the main reasons and factors that cause drivers to

go the wrong way and self-correct (or not self-correct), a wrong-way driver survey, analysis and modeling of wrong-way driver socio-demographic factors, and examination and modeling of other roadway and traffic characteristics on CFX roadways and at exit ramp terminals will be conducted. Each of these are described in the subtasks below.

12a. *Survey of Wrong-Way Drivers.* A wrong-way driver survey will be developed by the UCF research team to understand the behavior of wrong-way drivers and the main reasons they went the wrong way. Drivers who turned around before entering the mainline will be asked what caused them to turn around to help determine the effectiveness of RFBs and other types of WWD countermeasures on wrong-way drivers. The survey will be conducted on an anonymous, random sample of people who drove wrong-way on the exit ramps or mainlines of limited access facilities in the last five years. In order to obtain a large enough sample, it may be necessary that this survey will have to include drivers from all over Florida, not just on CFX roadways, plus possibly drivers from other states. The survey will be designed by the UCF research team and approved by CFX and UCF's IRB before implementation. A third-party vendor will then program and distribute the survey to potential respondents. The UCF research team will then analyze the results of the survey to identify common reasons for WWD behavior, potential improvements that could be implemented at certain exit ramps to reduce WWD, and the effectiveness of various WWD countermeasures in causing wrong-way drivers to turn around. This task will help achieve Objective 1.

12b. *Analysis and Modeling of Wrong-Way Driver Socio-Demographic Factors.* The UCF research team will collect, analyze, and model socio-demographic characteristics of wrong-way drivers who caused a crash or were cited by law enforcement on CFX roadways and other limited access facilities in Florida. These analyses and models will help identify potential trends

and significant influencing factors of WWD behavior. Multiple socio-demographic factors, such as age, gender, ethnicity, and area of residence, will be analyzed and modeled to determine any potential influencing factors. These models can be used to identify locations that are more susceptible to WWD so efforts can be made to reduce WWD in these areas. This task will help achieve Objectives 2 and 6.

12c. *Examination and Modeling of Roadway and Traffic Characteristics on CFX Roadways and at Exit Ramp Terminals.* The UCF research team will collect and model roadway, traffic, land use, and built environment factors for roadways and exit ramp terminals on CFX toll roads and other limited access facilities in Florida. These factors will be selected based on the WWD road safety audit prompt list developed by the FHWA and other previous research on WWD, as well as any other factors that CFX would like to examine. These models can be used to identify locations that are more susceptible to WWD based on these factors and identify modifications that could be made to reduce WWD. The WWD ramp checklist developed as part of the CFX WWD Phase-2 project will also be used to check that the CFX exit ramps have adequate WWD signage and pavement markings. This task will help achieve Objectives 2 and 6.

13. **New Project Continuation Task:** *Development of a WWD Crash Checklist.* The UCF research team will develop a WWD crash checklist to assist CFX in better understanding the details of WWD crashes that have occurred on their system. This checklist will include (but is not limited to) information on roadway characteristics, time of day, weather and lighting, driver demographics and intoxication, type and severity of crash, and estimated distance traveled. It will contain information on response to the WWD crash, including responding agency, duration from when the wrong-way vehicle was first reported to when the crash occurred, and time to get

to the scene of the crash. Crash reports and SunGuide reports for all WWD crashes that have occurred on the CFX system since the first RFB countermeasures were installed in February 2015 will be thoroughly reviewed to obtain this information. Based on this investigation, recommendations will be made on ways to improve crash response and make RFBs or other WWD countermeasures more effective. This task will help achieve Objective 4.

14. New Project Continuation Task: *Examination of Improved WWD Detection Technologies.*

Since fast and accurate detection of WWD events is important to help CFX reduce WWD crashes, the UCF research team will help CFX identify potential new WWD detection technologies. Examples of such technologies could include video analytics to quickly confirm whether a detected wrong-way vehicle turns around or not. If any new detection technologies are deployed at exit ramps or on mainlines, the UCF research team will help collect and analyze data from these deployments. This task will help achieve Objective 3.

15. Recommendations for CFX. Based on the results of the previous tasks, recommendations will be provided to CFX.

Continuation of Task #15: The UCF research team will make recommendations on the best locations for implementation of LED signs to compare with the already installed RFBs. Based on the results of the wrong-way driver survey and modeling of wrong-way driver socio-demographic and exit ramp terminal characteristics (Task #12 in this continuation proposal), UCF will make recommendations to CFX regarding potential improvements at ramps to prevent WWD, as well as populations or areas that might be more susceptible to WWD. Recommendations on priority locations for future deployment of RFBs and other WWD

countermeasures will also be made based on the updated WWD hotspots model (Task #2 in this continuation proposal) and optimization approach (Task #9 in this continuation proposal). The UCF research team will also make recommendations to CFX regarding the application of connected and automated vehicle technologies (Task #6 in this continuation proposal) and improved WWD detection technologies (Task #14 in this continuation proposal). Recommendations on the future use of mainline WWD detection systems will also be made based on the results of any pilot deployment of these systems (Task #11 in this continuation proposal). Additional recommendations could also be made regarding WWD crash response procedures based on the investigation of CFX WWD crashes conducted as part of Task #13 in this continuation proposal.

16. *Final Report and Presentation of Results to CFX.* At the end of the continuation period, a final report will be submitted in electronic format and a final presentation will be made to CFX. This final report and final presentation will constitute the only final report and final presentation deliverables for the entire original, extension, and continuation periods of this project. The final report and presentation in the current contract will be replaced by a progress presentation.

17. *Progress Presentations.* A progress presentation will be made to CFX approximately once every six months during the continuation period of the project. These progress presentations are deliverables by themselves. The current contract final presentation deliverable will be substituted by a regular progress presentation deliverable due on the ending date of the current contract (August 12, 2019).

7. QUALIFICATIONS OF THE UCF PI AND HIS RESEARCH TEAM AS EVIDENCED BY PAST EXPERIENCE IN THE FIELD

Professor Haitham Al-Deek, Ph.D., P.E., is the Principal Investigator (PI) of this proposed continuation of CFX WWD phase-3 study. He is the PI for the original CFX WWD Phase-3, Phase-2, and Phase-1 studies. He has more than **thirty-two years** of experience in transportation engineering, planning, and operations. He is **nationally recognized in his field and received many best paper awards on developing wrong way driving risk models and WWD hotspot methodology for Florida limited access highway network granted to him and his research team by the Freeway Operations Committee of the National Research Council-Transportation Research Board (TRB) in 2019, 2018, 2017, and 2015.** His postdoctoral associate, **Dr. Adrian Sandt**, has won the **2019 and 2017 Best Freeway Operations Student Paper Awards**. His PhD student, **Imrul Kayes**, has won the **Best Freeway Operations Student Paper Awards in 2019**. **Professor Al-Deek also received four Chairman Awards from TRB for his significant contributions to the fields of *Freeway Operations*, and *Regional Transportation Systems Management and Operations* in January 2018 and 2012.** In addition, he received the best TRB freeway operations paper award in 2010, which was about the impact of Dynamic Message Signs on CFX drivers, and another best paper award by the TRB Freeway Operations Committee on travel time prediction on I-4 in 2003. He also received the best TRB paper award in **Regional Transportation Systems Management and Operations in 2019, 2017, 2016, and 2014**. In 2015, he won a competitive national research project in collaboration with Texas A&M Transportation Institute (TTI) on wrong way driving countermeasures (NCHRP 03-117). He had numerous media interviews on wrong-way driving such as Channel 9 News and FOX 19 NOW News in 2016, and Channel 9 News in 2015 and 2014 featuring the innovative wrong-way driving countermeasure he and his

research team came up with, which was later implemented for the first time in Central Florida. Professor Al-Deek has three US patents related to WWD, two US trademarks one of them is related to WWD, and eight software copyrights. Professor Al-Deek was invited as keynote speaker to talk about innovative research methodology and countermeasures for combating wrong way driving at the 7th and 8th Traffic Safety conferences in Amman, Jordan in May 2015 and December 2017 respectively. He was featured as a distinguished researcher by the UCF College of Engineering and Computer Science in 2003. He received the Research Incentive Award in 2018 and 2001 and the UCF Researcher of the Year 1999 Award (this is a very prestigious award given to the best professor researcher of the year out of the entire UCF's 1500+ faculty). He received the Excellence in Research at Full Professor Level in UCF College of Engineering Award in 2018. He earned his Ph.D. and MS degrees from the University of California at Berkeley in 1991 and 1987 respectively. Professor Al-Deek was the principal (or co-principal) investigator of more than 75 applied research projects at UCF and elsewhere, and a large number of them were on toll roads. Since joining UCF in 1992, the total budget of applied research projects he attracted to UCF exceeded \$8 million. He has published more than 400 papers and technical reports in peer-reviewed journals and conferences, and more than half of these publications are related to traffic operations and **toll roads**. He chaired 13 Ph.D. dissertations and 28 MS theses to completion. Presently, and for the past 20 years, he has been the Chair of TRB's paper review for all papers submitted to two key TRB committees: *Freeway Operations* and *Regional Transportation Systems Management and Operations*. These two committees review nearly all papers submitted to TRB's annual meeting on freeway and toll operations and management every year. Professor Al-Deek has been an associate editor of the Journal of Intelligent Transportation Systems (J-ITS) since 2007.

Professor Al-Deek teaches undergraduate and graduate courses at UCF. He developed *new* courses such as Intelligent Transportation Systems (ITS), Highway Capacity, Traffic Operations, Mass Transit, Transportation Engineering Systems, and Highway Engineering. He also teaches Transportation Engineering courses on a regular basis. Professor Al-Deek has been an active registered Professional Engineer in Florida since 1998. Professor Al-Deek has completed four federally mandated training courses required for all principal investigators and key personnel working on projects dealing with human subjects in surveys and/or interviews.

Adrian Sandt, Ph.D., is currently a postdoctoral researcher at UCF working with Professor Al-Deek. He obtained his B.S. and Ph.D. in Civil Engineering from UCF in May 2014 and December 2018, respectively. Dr. Sandt was a recipient of the UCF Trustees Fellowship for his Ph.D. studies. He won the University Transportation Center (UTC) Student of the Year Award representing the Southeastern Transportation Center (STC) competing with students from ten universities that are members of the STC consortium including UCF. This award was presented to him by the Consortium for University Transportation Centers (CUTC) on January 7, 2017 at the 96th TRB annual meeting in Washington, D.C. Dr. Sandt is extremely proficient in technical writing and he has been involved with CFX's Phase-1, Phase-2, and Phase-3 WWD studies.

Md Imrul Kayes, Ph.D. Candidate, is a graduate research assistant at the University of Central Florida under the supervision of Professor Al-Deek. He obtained his B.Sc. in Civil Engineering in July 2014 from Bangladesh University of Engineering and Technology (BUET), the top university in Bangladesh, and was admitted to the Civil Engineering Ph.D. program at UCF in

Fall 2015. He received a SAS data mining certificate in August 2017 and completed his MS in December 2018 from UCF. Mr. Kayes has been involved with the CFX WWD Phase-3 study since its beginning.

Ghalia Gamaleldin, Ph.D. Student, is a graduate research assistant working under the supervision of Professor Al-Deek and the UCF-ITE student chapter treasurer. Ms. Gamaleldin was the recipient of the Office of Research Doctoral Fellowship in Fall 2017. She obtained her B.S. in Civil Engineering in May 2015 from American University in Dubai (AUD) and was admitted to the PhD program in UCF in August 2017. She received the WTS Graduate Student award in September 2018. Ms. Gamaleldin has been assisting with the CFX WWD Phase-3 study since she joined Professor Al-Deek's research team.

Valentina Gamero, Undergraduate student researcher, is currently pursuing her B.S. in Civil Engineering (with Honors) at UCF and is set to graduate in May of 2021. Ms. Gamero has served as president of the UCF-ITE student chapter. She has been involved with the CFX WWD Phase-3 study, including research of connected vehicle technologies. She is skilled in data collection and analysis, technical writing, and literature review.

Patrick Blue, Undergraduate student researcher, is an undergraduate student at UCF with a focus on transportation systems. He has worked as a research assistant for Professor Al-Deek since November 2017. He is expected to complete his B.S. in Civil Engineering in the Summer of 2019 and plans on continuing to acquire his master's degree at UCF thereafter. He is proficient in technical writing and data collection, and has been involved with the CFX WWD

Phase-3 study.

Kameron Taylor, Undergraduate student researcher, is currently an undergraduate student at UCF working under the supervision of Professor Al-Deek. He plans to obtain his B.S. in Civil Engineering in May of 2020. At UCF, Mr. Taylor is involved with the UCF chapters of ITE and ABC. While working with Professor Al-Deek, Mr. Taylor has gained proficiency in technical writing and literature review as well as use of ArcGIS.

John McCombs, Undergraduate student researcher, is currently an undergraduate student at UCF working with Professor Al-Deek. He is slated to graduate with a B.S. in Civil Engineering in Spring 2020 and plans to pursue his Ph.D. in Civil Engineering with Professor Al-Deek. He currently serves as the president of the UCF ITE chapter and is a member of the Burnett Honors College at UCF. He has been involved with the CFX Phase-3 WWD study and has experience in developing surveys.

Grady Carrick, Ph.D., is a thirty year plus veteran of the Florida Highway Patrol, who retired at the rank of Chief in 2012. Dr. Carrick has spent his career building bridges between the law enforcement and transportation professions. He has a national reputation as an advocate for traffic safety and traffic incident management. His leadership in the Florida Strategic Highway Safety Plan, the Florida Bicycle and Pedestrian Advisory Board, and numerous Community Traffic Safety Teams are a few accomplishments. Carrick has participated in several traffic safety initiatives as a member of The International Association of Chiefs of Police (IACP). In his current position as principal for the firm Enforcement Engineering Inc., he seeks to improve

transportation safety through the integration of transportation engineering, research and enforcement operations. He has extensive experience in traffic safety analysis and the development of law enforcement countermeasures. In addition to his professional accomplishments, Dr. Carrick holds a Ph.D. in Transportation Engineering from the University of Florida. He has published and presented at numerous state, national, and international conferences on traffic safety and operations.

Roles and Responsibilities of Project Team

The roles and responsibilities of the project team are listed below. Additional information on the team can be found in the qualifications of the UCF research team section in this proposal.

Professor Haitham Al-Deek, Ph.D., P.E., *UCF Principal Investigator.* He will be responsible for the entire project management and coordination with CFX, budget control, quality control, reviewing and submitting the final report, conducting progress and final presentations to CFX, and attending project meetings with CFX.

Adrian Sandt, Ph.D., *Postdoctoral Associate.* He will be responsible for editing of reports, presentations, as well as other products submitted to CFX during the course of this study. He will also help with methodology development and data analysis, including updating the optimization model, as well as work on the survey, socio-demographic analysis, evaluation of RFB ramps and mainline detection locations, final report, final presentation, and progress presentations. He will also attend the project meetings with CFX and will assist Professor Al-Deek in quality control of all project reports and presentations.

Md. Imrul Kayes, *Graduate Research Assistant and UCF Ph.D. Candidate*. He will be responsible for collecting and analyzing WWD events, including WWD crashes, 911 calls, citations, and all the WWD acts and false activations/false alerts generated by the RFB devices. He will also help with the FHWA progress reports, monthly detection and false alerts reports, identifying potential locations for LED deployment, final report, final presentation, and progress presentations and will attend the project meetings with CFX.

Ghalia Gamaleldin, *Graduate Research Assistant and UCF Ph.D. Student*. She will assist with data collection and reporting, statistical analyses, socio-demographic analyses, and will attend project meetings with CFX.

Valentina Gamero, *UCF Undergraduate Student Researcher*. She will assist with examining improvements to WWD detection technologies, contributing to the development of the wrong-way driver survey, editing reports and presentations, and will attend project meetings with CFX.

Patrick Blue, *UCF Undergraduate Student Researcher*. He will assist with analyses of RFBs, data collection and reporting, socio-demographic analyses, editing reports and presentations, and will attend project meetings with CFX.

Kameron Taylor, *UCF Undergraduate Student Researcher*. He will assist with data collection and reporting, examining improvements to WWD detection technologies, studying the use of

connected and automated vehicle technologies to reduce WWD, and will attend project meetings with CFX.

John McCombs, *UCF Undergraduate Student Researcher*. He will assist with the wrong-way driver survey development and analysis of results, studying the use of connected and automated vehicle technologies to reduce WWD, editing reports and presentations, and will attend project meetings with CFX.

Grady Carrick, Ph.D., *Enforcement Engineering Inc.* He will provide the research team with vital WWD CAD/911 call and citation data in a timely fashion to evaluate the implemented WWD countermeasures (RFBs, LEDs, enhanced signage and pavement markings, and median treatments) and meet the project deadlines on time. He will also provide the perspective of law enforcement and input on the median treatments and the feasibility of innovative technologies to stop intentional wrong-way drivers, and provide data that will assist in obtaining socio-demographic information for wrong-way drivers on the CFX system and other Florida limited access facilities. (Formal commitment will be provided by the consultant when funding is established).

8. PROJECT CONTINUATION DELIVERABLES

- a. Progress Presentations.** A progress presentation will be made to CFX approximately **once every six months** during the continuation period of the project. These progress presentations are deliverables by themselves.
- b. Final Report.** A final report will be submitted to CFX in MS Word or PDF format. The final report will be provided in electronic format only. As agreed with CFX, only one final

report will be delivered for the entire project (including the original contract, its approved extension, and this proposed continuation of the project).

- c. **Project Final Presentation to CFX.** The UCF research team will make a final presentation at CFX's Headquarters (HQ) with conclusions and recommendations. The final presentation represents the last progress presentation in this project. As agreed with CFX, only one final presentation will be delivered for the entire project (including the original contract, its approved extension, and this proposed continuation of the project). The original contract final presentation will be substituted by a regular progress presentation due on the last day of the current contract ending date (August 12, 2019).

9. TRAVEL

Travel during the continuation period includes **4 meetings once every 6 months (2 per year) including the final presentation** with CFX, the project sponsor, in their Orlando HQ office. This also includes a potential of 6 field (and/or CFX HQ) visits. Estimate of local travel cost is based on travel history to CFX HQ (and previous field trips/field visits) and is included in the budget where only mileage and tolls will be charged.

10. PROJECT SCHEDULE

**Central Florida Expressway Authority (CFX)
PROJECT SCHEDULE**

Project Title

CONTINUATION OF "WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING COUNTERMEASURES ON CFX ROADWAY NETWORK"

Start - Finish

August 13, 2019 to August 12, 2021

Research Agency

University of Central Florida

Principal Investigator

Professor Haitham Al-Deek, Ph.D., P.E., University of Central Florida

RESEARCH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
CONTINUATION TASK																									
1. Phase-3 Continuation Kick-Off Meeting	■																								
2. Updates and Improvements to Developed Methodology	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
3. Collection and Analysis of WWD Data	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
6. Review of Connected and Automated Vehicle Technologies to Reduce WWD	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
8. Progress Reports for FHWA RTE			■					■								■					■				
9. Updates and Improvements to WWD Countermeasure Optimization Model for CFX Network	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
10. Evaluation of RFB (and Other WWD Countermeasures) Deployment Sites	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
11. Analysis of CFX Network for Mainline WWD Detection Deployment	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
12. New Continuation Task: Determination of Significant Reasons and Factors for Wrong-Way Driving																									
12a. Survey of Wrong-Way Drivers	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
12b. Analysis and Modeling of Wrong-Way Driver Socio-Demographic Factors	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
12c. Examination and Modeling of Roadway and Traffic Characteristics at Exit Ramp Terminals	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
13. New Continuation Task: Development of a WWD Crash Checklist	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
14. New Continuation Task: Examination of Improved WWD Detection Technologies	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
15. Recommendations for CFX												■						■							■
16. Final Report and Presentation																							■	■	■
17. Progress Presentations						■						■						■							

CEXFA 17-00216

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
INTER-LOCAL AGREEMENT BETWEEN CFX AND UCF
FOR
WRONG WAY DRIVING PHASE-3 STUDY
CONTRACT NO. 001143**

This Supplemental Agreement No. 1 entered into this 13th day of April, 2017, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, ("UNIVERSITY"), the same being supplementary to the Contract between the aforesaid, dated August 13, 2015, for performing a study entitled "Wrong-Way Driving Study Phase III: Allocating and Evaluating Countermeasures on CFX Roadway Network.

1. CFX has determined it necessary to extend the term of the Original Agreement to August 12, 2019, for continuation of all current scope items along with addition of new scope items in the attached amended extension proposal of research project contract version 5.0.
2. UNIVERSITY hereby agrees to the extension of the term of the Original Agreement at an increase cost of \$225,000.00 to the contract, and
3. CFX and UNIVERSITY agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the UNIVERSITY's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
4. This Supplemental Agreement No. 1 is necessary to extend the term of the Original Agreement term and cost.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Wrong Way Driving Phase 3

Contract No.: 001143

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: 
Director of Procurement

Approved as to form and execution, only.

General Counsel for CFX




UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: 
Authorized Signature
Arlisia Potter
Print Name

Title: Team Manager

Date: 5/3/17

Legal Content Approved for the University:


Name
4-27-17
Date

FINAL VERSION
EXTENSION PROPOSAL OF RESEARCH PROJECT CONTRACT
Version 5.0

Submitted to

Central Florida Expressway Authority
(CFX)

**EXTENSION TO PROJECT "WRONG-WAY DRIVING PHASE-3 STUDY:
ALLOCATING AND EVALUATING COUNTERMEASURES ON CFX
ROADWAY NETWORK"**

Project Extension Period	24 months
Project Extension Duration	08/13/2017-08/12/2019
Extension Budget Amount	\$225,000

Proposal Submitted By

Haitham Al-Deek, Ph.D., P.E.

(Principal Investigator)

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Extension Proposal Originally Submitted in February 2017

Revised in March 2017

**EXTENSION TO PROJECT TITLED "WRONG-WAY DRIVING PHASE-3
STUDY: ALLOCATING AND EVALUATING COUNTERMEASURES ON
CFX ROADWAY NETWORK"**

Principal Investigator:

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32816-2450, Cell: (321) 695-7664; Fax (407) 823-3315; email Haitham.Al-Deek@ucf.edu

1. RESEARCH GOAL AND OBJECTIVES

Research Main Goal

The main goal of the extension to the originally proposed study is to continue evaluating wrong-way driving (WWD) advanced countermeasures that have been deployed (and additional countermeasures that will be deployed) at ramps and medians throughout the CFX toll road network, help CFX determine the best way to warn right-way drivers of intentional wrong-way drivers that do not correct their behavior before entering the mainline, and study potential technologies that can prevent these wrong-way drivers from entering the mainline in the first place. An additional goal is to explore placing of WWD detection devices on the mainline.

Research Objectives

To achieve the main goal of this research, the following objectives need to be achieved:

- 1) Continue collecting data so that a sufficient sample of WWD data can be reached for the entire CFX system to evaluate their implemented WWD countermeasures. Examples of this WWD data include crashes, Computer Aided Dispatch (CAD) privileged data also known as 911 calls and events data, citations, traffic management center (TMC) logs, SunGuide reports, and detections (TAPCO logs and video recordings, mainline detections, etc.), as well as geometric design of interchange types that are known to have

higher than normal frequency of WWD events as reported in the literature and FDOT design documents (examples of this include full or partial diamond interchanges).

Extension to Objective #1:

The above WWD data will be continuously monitored every month and the trends of WWD acts and false alerts will be examined to understand how the RRFB devices are working and how wrong-way drivers are reacting to them. The WWD detections and false alerts will also be compared across radar and laser sites on CFX network to report performance of different WWD detection and deterrence technologies.

- 2) Develop a scoring methodology to identify locations where deployment of Rapid Rectangular Flashing Beacons (RRFBs) would be beneficial. This methodology will consider many factors, including WWD history (crashes, CAD data/911 calls, citations, etc.), interchange design (full diamond, partial diamond, extended left turn lanes, etc.), and other factors driven by CFX (e.g., infrastructure readiness in terms of ITS equipment at these sites and budget considerations).

Extension to Objective #2:

The above scoring methodology proposed in the original contract will be evaluated again using additional data that was not available when the methodology was initially developed to see if there are any changes in potential deployment locations. Additionally, an optimization model will be developed to determine the next locations where WWD countermeasures should be deployed. This optimization model will expand on the scoring methodology and consider WWD event data, budgetary constraints, and other factors to determine where various types of WWD countermeasures (including low-

cost improvements and advanced warning devices) should be implemented. This extension to Objective#2 is a major undertaking.

- 3) Study the effects of WWD countermeasures implemented at medians. The types of median countermeasures to be studied will be determined based on the results of literature review.

Extension to Objective #3:

As additional data is becoming available during the extension period, the initial model developed to meet the above objective (which had small data sample) will be revisited to include larger data sample.

- 4) Study various methods of warning right-way drivers about WWD events to determine the most appropriate methods for the CFX roadway network.

Extension to Objective #4:

The UCF research team will continuously monitor the introduction of new technologies that have potential for right-way driver notification about WWD events and discuss these with CFX.

- 5) Evaluate technologies that can physically prevent wrong-way vehicles from entering the mainline (e.g., nets or barriers) to see if these technologies are feasible and effective.

Extension to Objective #5:

The potential application of connected and automated vehicle technologies to alert and prevent wrong-way drivers from entering the mainline will be examined.

- 6) Analyze the WWD detection data collected from the RRFBs installed at the CFX pilot test locations to understand how drivers react to these devices (correct themselves or keep driving the wrong way).

Extension to Objective #6:

Continue to analyze WWD detection data collected from RRFBs and produce monthly detection and false alerts reports verified with SunGuide reports and report these to CFX. Locations that still have high frequencies of WWD acts even with the RRFB devices will be examined to see what other measures could be implemented to reduce the occurrence of WWD at these locations. Also, continue producing FHWA progress reports every 6 months during the two-year extension of the original project.

- 7) **New Objective as Part of Extension:** Assist CFX in developing a methodology for deploying WWD mainline detection systems to detect wrong-way drivers that enter the mainline. This will include determining the placement of these systems, evaluating any potential signage to use in conjunction with these systems, and collecting and analyzing the data from any potential pilot deployment of these systems.

2. EXECUTIVE SUMMARY

CFX has been proactively involved in understanding and combatting wrong-way driving (WWD) since they contracted with the University of Central Florida (UCF) in 2012 to explore the extent of WWD problem on its toll road network as part of a Phase-1 study. The results of this study, "*Wrong-Way Driving Incidents on OOCEA Toll Road Network, Phase-1 Study: What is the Extent of this Problem?*" showed that WWD is a significant problem in Central Florida and has been growing in recent years.

To reduce WWD, and based on recommendations from UCF in Phase 1 final report, CFX decided to test the use of Rapid Rectangular Flashing Beacons (RRFBs) as WWD

countermeasures in a Phase-2 study. This technology had previously been used for pedestrian crossings; it had never been used as a WWD countermeasure before UCF recommendation was made in Phase-1. During the Phase-2 study, *“Wrong-Way Driving Incidents on CFX Toll Road Network, Phase-2 Study: Developing Countermeasures,”* the RRFB technology was successfully tested, first in the CFX headquarters parking lot, then at the SR 528 and SR 520 ramp. Since the RRFBs were implemented at this location in January 2015, CFX have successfully detected several vehicles driving the wrong way on the exit ramp, as verified by the TAPCO camera and the numerous images taken of the wrong-way vehicles.

The success of this technology has convinced CFX to implement it at additional ramps along their toll road network. A methodology and extension to the methodology originally proposed in Phase 3 will be developed by the UCF research team that will estimate WWD risk values for roadway segments including interchanges throughout the CFX network. This methodology will use real-life WWD data, examples of which include WWD crash data, CAD/911 call data and events, citation data, TMC logs, SunGuide reports, TAPCO BlinkLink detection data, TAPCO video logs, and mainline detection data (if and when it becomes available). Other considerations, such as the presence of full or partial diamond interchanges, extended left turn bays, and other CFX practical constraints (e.g., budget and infrastructure ITS equipment readiness/limitations) will also be considered when developing this methodology. The methodology will include optimization techniques as described in the extension to Objective#2 above. It is believed that no methodology like this has ever been developed that focuses solely on WWD.

In addition to exit ramps, another potential source of WWD events is median crossovers. These types of events can occur on stretches of roadway where there is only a paved or grassy median or in spaces in barriers designated for emergency or law enforcement use (also known as emergency median openings). To prevent these types of WWD events, various potential median WWD countermeasures will be studied to see which would be effective for CFX. The types of median countermeasures to be studied will be determined based on the results of literature review. The best locations to implement these countermeasures will also be determined and detection data will be collected at these implementation sites to evaluate how effective these countermeasures are.

While WWD countermeasures can help prevent confused wrong-way drivers from entering the mainline, these devices may not be effective at preventing intentional wrong-way drivers, such as suicidal drivers, from entering the mainline. Additionally, extremely intoxicated drivers might not comprehend that they are driving the wrong way when they encounter the WWD countermeasures. Therefore, it is important for CFX to be able to notify right-way drivers when a wrong-way driver has entered the system. There are many possible ways to notify these drivers of WWD events, including DMS, smartphone applications, and in-vehicle notifications. These various methods will be examined to determine the most effective options for CFX based on roadway characteristics and driver preferences. To obtain driver preferences, a customer survey has been developed and implemented with the approval of CFX administration. This survey asked CFX customers how they would like to receive WWD notifications, along with other WWD related questions. During the extension project, this survey will be analyzed thoroughly to understand expectations from WWD customers about right-way driver notification methods.

An analysis of potential ways to physically prevent intentional or intoxicated drivers from entering the mainline will also be performed to see if these technologies, which can include barriers, nets, or other similar devices, are feasible and would be effective for the CFX to implement at its ramps.

Extension Period:

Extending this research by 24 months for a total timeframe of 48 months will allow for the UCF research team to continuously monitor WWD events on the CFX network during this timeframe. The UCF research team will also develop an optimization model that CFX can use to determine the next locations for RRFB implementation, as well as where other, lower cost countermeasures could be most effectively implemented. New potential WWD countermeasures, including the use of automated and connected vehicle technologies, will also be researched to ensure CFX remains a leader in WWD detection and prevention. Additional research on WWD notification methods for right-way drivers will also be conducted to determine the best and most effective notification methods for CFX and its customers.

The UCF research team will also assist CFX in developing and deploying WWD mainline detection systems to obtain more data about wrong-way drivers who do not turn around at ramps and continue to the mainline. This assistance will include determining the most appropriate locations for these detection systems based on WWD data, evaluating any potential signage to be used with these systems to notify wrong-way and right-way drivers, and collecting and analyzing data for any pilot deployments of these systems on the CFX roadway network.

The Phase-3 project extension is a fixed lump sum 24 months with requested total budget for the extension only of \$225,000. This will be billed in 4 equal invoices, \$56,250 each, every 6 months during the 24 months extension period (the last invoice will be billed at the

end of the last month of the extension project). Details of the budget are provided on the last page of this proposal.

3. UNDERSTANDING OF THE PROBLEM

Wrong-way driving (WWD) is a rare but serious event which often occurs during late night hours and typically involves impaired drivers (intoxicated, tired, or confused). Crashes caused by WWD often result in severe injuries or fatalities, especially on toll roads or other limited access facilities due to the high travel speeds. The low frequency of WWD crashes presents a difficult challenge to researchers, so other WWD data is needed to accurately research and effectively prevent WWD events. This data includes WWD CAD/911 call data, citation data, TMC logs, and detection data (e.g., video, camera, or radar). A sufficient quantity of data collected over several years is also necessary to properly understand the effects of WWD countermeasures. WWD countermeasures can prevent confused drivers from entering the mainline while traveling the wrong direction, but they will not prevent intentional wrong-way drivers (suicidal or extremely intoxicated drivers) from entering the mainline. However, the risk of crashes due to these wrong-way drivers can be reduced by notifying right-way drivers that a wrong-way driver has been spotted or by implementing technologies, such as barriers or nets, that could physically prevent a wrong-way driver from entering the mainline. These preventative technologies require a lot of study before implementation to ensure there are no adverse effects to traffic operations, safety, or emergency response and to make sure these technologies are feasible and appropriate. Methods of notifying right-way drivers can include DMS, highway advisory radio, smartphone applications, or in-vehicle devices; these methods need to be evaluated and CFX customer preferences need to be determined to decide which methods would

be the most effective. These potential methods will be discussed and approved by the CFX administration before they can be released.

4. BENEFITS TO CFX

The main benefits of this Phase-3 study and its extension to CFX are:

- Saving lives of CFX customers from the danger they could face if wrong way drivers continue to pursue their behavior to the mainline without being detected in time and/or stopped.
- Demonstrating that CFX is using their budget carefully and wisely by installing RRFBs and other effective countermeasures where they are most needed.
- Providing notifications to right-way drivers about WWD events that can allow the right-way drivers to be aware of and potentially avoid collisions.
- Evaluating the effects of RRFBs and median WWD countermeasures to understand which countermeasures are effective in which locations and which locations could require additional measures to reduce WWD.
- Contributing to development of potential innovative technologies to prevent wrong-way drivers from entering the mainline.
- Ensuring that CFX remains at the cutting edge of WWD research by investigating new potential WWD countermeasures, as well as connected and automated vehicle technologies.

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- Enabling CFX to evaluate mainline detection and deterrence technologies to detect and deter wrong-way drivers who reach the mainline so they can be stopped before they cause a crash.
 - Demonstrating to CFX's customers that their safety is priority.

5. PLAN FOR IMPLEMENTATION OF RESULTS

From this Phase-3 extension study, CFX will understand how the implemented WWD countermeasures at ramps and medians affect WWD. CFX will also gain valuable insight on right-way driver notification methods and potential technologies to prevent wrong-way drivers from entering the mainline. With this knowledge, CFX can effectively decide on what types of technologies to test and/or implement to reduce WWD crashes on the mainline.

Extension Plan:

The developed optimization model will allow CFX to optimally install future WWD countermeasures to provide the most benefits within a given budget. CFX will also understand how automated and connected vehicle technologies can be used for WWD prevention and notification. By evaluating the deployed mainline WWD detection systems, CFX will be able to more accurately track wrong-way drivers and evaluate the potential of stopping them before they cause a crash on the mainline.

6. PROPOSED RESEARCH APPROACH

Tasks

To achieve the stated goal and objectives of this proposed project, the University of Central Florida's (UCF) research team members under the guidance of Professor Haitham Al-Deek,

Ph.D., P.E., (UCF Principal Investigator, PI), will perform the proposed project tasks listed in this section. Their aim will be to assist CFX in optimally implementing WWD countermeasures at ramps and medians and assessing their performance, determining ways to notify right-way drivers and prevent intentional wrong-way drivers from entering the mainline, and understanding the potential applications of automated and connected vehicle technologies for WWD prevention and notification. Professor Al-Deek will be assisted by several members of his research team (e.g., students). His current research team includes: Adrian Sandt, a UCF Ph.D. student and Trustees Fellowship recipient; Md. Imrul Kayes, a UCF Ph.D. student; Omar Al-Sahili, a UCF M.S. student; Md. Omar Faruk, a UCF M.S. student; as well as additional outstanding undergraduate engineering students, including Sara Wertanen, Antony Shamma, Corin Staves, and Abigail VanLuven. Also, other graduate and/or undergraduate students may join this extension project throughout its duration as needed. Additionally, Dr. Grady Carrick of Enforcement Engineering Inc., who is a former Chief of FHP in Jacksonville area (for a period of 30 + years) with very important hands on experience in first response to WWD incidents, will also be subcontracted by UCF as consultant to assist in critical data collection on the performance of WWD countermeasures, and will provide law enforcement perspective concerning UCF innovative WWD countermeasures, right-way driver notification methods, and technologies to stop wrong-way drivers. (Formal commitment will be provided by the consultant when funding is established).

Tasks to be performed by the UCF research team include the following:

1. *Phase-3 kick-off meeting between UCF research team and CFX.*
2. *Methodology development.* A methodology will be developed to identify locations at the highest risk for WWD activity. This methodology may use some or all of the following:

historic WWD data, including crashes, CAD/911 calls and events, citations, TMC reports, and detection data, as well as design characteristics (interchange type and presence of potentially confusing features) to estimate the WWD risk of the selected ramps and other potential ramps that were not selected.

Extension to Task #2 (Methodology):

The model developed from this methodology will be updated with the most recent data to see how the high-risk locations have changed.

3. *Collection and analysis of WWD data.* Accurate and reliable data is crucial for this project. A variety of WWD data will be collected and analyzed for the entire CFX system. Examples of this data include WWD crash data, CAD/911 call and event data, citation data, TMC logs, and SunGuide reports. Additionally, WWD detection data obtained from the installed RRFBs at the pilot ramps will also be analyzed. This data includes TAPCO BlinkLink logs and video as well as other detection logs. Data will also be collected from the median WWD countermeasures that will be implemented as part of Task 7. It is highly recommended to collect as much data as possible after implementation for each site to accurately evaluate the countermeasures. The minimum period of data collection cannot be determined accurately until data is collected for several months from each location. The minimum sample size needed varies by location and will depend on the WWD activity at each location.

Extension to Task #3:

The UCF research team will continue monitoring WWD events on CFX roadway network, including the creation of monthly WWD detection and false alerts reports for the 34 sites

currently equipped with RRFBs, as well as for any additional sites where RRFBs will be implemented during the timeframe of this extension study.

4. *Literature review on median WWD countermeasures.* To determine the most effective countermeasures at preventing median crossovers, previous research will be reviewed. Many types of countermeasures ranging from signs and pavement markings to ITS technologies will be analyzed to determine which would be most effective for CFX.

Extension to Task #4:

The UCF research team will investigate other potential WWD countermeasures for use at ramps and/or medians. These can include new detection or warning technologies being used by other agencies, as well as technologies that are not currently being used for WWD prevention, but could be adapted or modified for this purpose.

5. *Examination of right-way driver notification systems.* There are many ways that CFX could potentially alert right-way drivers of WWD events. To determine the most effective notification methods, a literature review and a customer survey, with its questions being pre-approved by the CFX administration, has been conducted as part of this task.

- 5.1. *Literature review on WWD notifications.* A literature review will be conducted on ways other agencies currently warn about wrong-way drivers. Based on this review, potential notification methods for CFX will be identified.

- 5.2. *Customer survey on WWD notifications.* In addition to the literature review, a customer survey has been developed, reviewed and approved by the CFX administration, and then it was implemented to obtain the opinions of CFX's customers regarding WWD notifications and countermeasures. This survey was implemented online and customers

were asked about their preferences concerning WWD notification methods and messages, as well as about WWD countermeasures.

5.3. *Determination of notification methods.* Based on Tasks 5.1 and 5.2, the most appropriate notification methods for the CFX system will be determined. Additional research will be performed to determine the optimal deployment methods for these notification methods.

Extension to Task #5:

The literature review in Sub-Task 5.1 will be updated as needed. Further research will be conducted on notification methods, including the applications of vehicle-to-vehicle (V2V) and vehicle-to-infrastructure (V2I) communications for WWD notification.

6. *Review of technologies to stop intentional wrong-way drivers.* Since intentional wrong-way drivers, such as suicidal drivers, will not correct themselves when they encounter WWD countermeasures, additional technologies could be necessary to prevent these drivers from entering (or continuing on) the mainline. A literature review will be conducted on potential technologies that can physically prevent wrong-way drivers from entering the mainline to see if these technologies are feasible or would be effective for CFX to implement. Other innovative technologies that have not previously been used as WWD countermeasures will also be evaluated to see if they would be appropriate. If feasible technologies are found, testing plans and appropriate documentation for the MUTCD's Request to Experiment (RTE) will be developed.

Extension to Task #6:

The use of connected and automated vehicle technologies to stop wrong-way vehicles from entering the mainline will be investigated. If CFX desires to test any of these technologies,

The UCF research team will assist CFX in coordinating with vehicle manufacturers and any other necessary third parties.

7. *Determination of appropriate median crossover countermeasures.* Based on the literature review conducted in Task 4, appropriate countermeasures to prevent median crossovers will be determined. Appropriate sites for implementation of these countermeasures will be determined using a methodology customized for medians. Once the median locations have been selected and the countermeasures installed, WWD data at these sites will be collected, as described in Task 3.
8. *Progress reports for FHWA RTE.* Every six months, a progress report will be written for the FHWA RTE of all RRFBs installed on the CFX system at the time of each report. These progress reports will indicate the progress of this experiment, including any important observations and issues that occurred or were resolved.

Extension to Task #8:

The UCF research team will continue writing these FHWA progress reports every six months for the entire timeframe of this study including the 24 month extension period of the original project.

9. New Extension Task:

WWD countermeasure optimization model for CFX network. In addition to the WWD Hotspots™ identification model that was developed as part of Task 2, an optimization model will also be developed. This model will consider the use of various WWD countermeasures, including low-cost improvements (enhanced signage, increased pavement markings, etc.) and advanced technologies (RRFBs or other potential technologies discovered as part of the extension to Task 4). With this model, CFX can determine the best WWD countermeasures

to implement and where to implement them to provide the best reduction in WWD for the lowest cost.

10. New Extension Task:

Evaluation of current RRFB deployment sites. Using the data collected as part of Task 3, the ramps equipped with RRFBs will be analyzed to see which ramps have higher frequencies of WWD acts and events. For any identified high-frequency ramps, potential mitigating measures to reduce the occurrence of WWD will be examined and recommended. These measures could include additional signs or markings, improved lighting, or geometric changes.

11. New Extension Task:

Analysis of CFX network for mainline WWD detection deployment. The UCF research team will assist CFX in analyzing the potential of deploying mainline WWD detection systems throughout the CFX network. First, WWD event data will be analyzed to determine mainline locations where WWD seems to occur most frequently. Then, the best type of detection systems and supplementary signage or other devices will be determined for each potential deployment location. Using this information, CFX can decide where to deploy these detection systems for a pilot test. The UCF research team will collect and analyze any data from this pilot test deployment and document the results to understand whether these systems help reduce WWD crashes and help CFX more accurately track wrong-way drivers on the mainline.

12. Recommendations for CFX. Based on the results of the previous tasks, recommendations will be provided to CFX. Recommendations on the use of RRFBs and the applied median countermeasures will be made based on the results of Task 3 and Task 7. Effective

methods to notify right-way drivers of WWD events will be made based on the results of Task 5 and potential preventative technologies will be recommended based on the results of Task 6. These recommendations will include the types of technologies and potential testing and/or implementation methods.

Extension of Task #12:

The UCF research team will also make recommendations to CFX regarding the application of connected and automated vehicle technologies (as studied in the extension to Task 6) and where to optimally implement future WWD countermeasures based on the results of the optimization model developed in Task 9. Recommendations on the future use of mainline WWD detection systems will also be made based on the results of any pilot deployment of these systems. Task 11 will help CFX determine the best mainline locations to deploy the appropriate type of WWD detection and deterrence technologies, and to evaluate the potential and viability of these technologies.

13. *Final report and presentation of results to CFX.* At the end of the extension project, a final report will be submitted in electronic format and a final presentation will be made to CFX. This final report and final presentation will also constitute the only final report and final presentation deliverables for the entire original and extension study. The final report and presentation in the original contract will be replaced by a progress presentation only made at the end of the original 24 months contract period (that ends before the extension period), also see Task#14 below.

14. *Progress Presentations.* A progress presentation will be made to CFX approximately once every four months during the extension period of the project. These progress presentations are deliverables by themselves. The original contract final presentation deliverable will be

substituted by a regular progress presentation deliverable due on the last day of the current contract ending date (August 12, 2017).

7. QUALIFICATIONS OF THE UCF PI AND HIS RESEARCH TEAM AS EVIDENCED BY PAST EXPERIENCE IN THE FIELD

Professor Haitham Al-Deek, Ph.D., P.E., is the Principal Investigator (PI) of this proposed extension of CFX WWD phase-3 study. He is the PI for the original CFX WWD Phase-3 study. He has more than thirty years of experience in transportation engineering, planning, and operations. He is nationally recognized in his field and received the best paper award on developing wrong way driving risk models for Florida limited access highway network granted to him and his research team by the Freeway Operations Committee of the National Research Council-Transportation Research Board (TRB) in April 2015. His Ph.D. student, **Adrian Sandt**, who is the lead graduate student researcher in Professor Al-Deek's WWD projects, has won the 2017 Best Freeway Operations Student Paper Award. The paper was titled "Identifying Wrong-Way Driving Hotspots by Modeling Crash Risk and Assessing Durations of Wrong-Way Driving Events." This paper was also nominated for the 2017 Cunard Award (TRB Operations Section committees including freeway operations, Regional Transportation Systems Management and Operations or Regional TSMO, safety, ITS, Traffic Flow Theory, Networks, and many others). Professor Al-Deek also received two Chairman Awards from TRB for his significant contributions to the fields of *Freeway Operations*, and *Regional Transportation Systems Management and Operations* in January 2012. In addition, he received the best TRB freeway operations paper award in

2010, which was about the impact of Dynamic Message Signs on CFX drivers, and another best paper award by the TRB Freeway Operations Committee on travel time prediction on I-4 in 2003. He also received the best TRB paper award in Regional Transportation Systems Management and Operations in January 2017, 2016, and January 2014. In 2015, he won a competitive national research project in collaboration with Texas A&M Transportation Institute (TTI) on wrong way driving countermeasures (NCHRP 03-117). He had numerous media interviews on wrong-way driving such as Channel 9 News and FOX 19 NOW News in 2016, and Channel 9 News in 2015 and 2014 featuring the innovative wrong-way driving countermeasure he and his research team came up with, which was later implemented for the first time in Central Florida. Professor Al-Deek has two US patents related to WWD, two US trademarks one of them is related to WWD, and eight software copyrights. Professor Al-Deek was invited as keynote speaker to talk about innovative research methodology and countermeasures for combating wrong way driving at the 7th Traffic Safety Conference in Amman, Jordan, May 12-13, 2015. He was featured as a distinguished researcher by the UCF College of Engineering and Computer Science in 2003. He received the Research Incentive Award in 2001 and the UCF Researcher of the Year 1999 Award (this is a very prestigious award given to the best professor researcher of the year out of the entire UCF's 1500+ faculty). He earned his Ph.D. and MS degrees from the University of California at Berkeley in 1991 and 1987 respectively. Professor Al-Deek was the principal (or co-principal) investigator of more than 70 applied research projects at UCF and elsewhere, and a large number of them were on toll roads. Since joining UCF in 1992, the total budget of applied research projects he attracted to UCF exceeded \$7.7 million. He has published more than 350 papers and technical reports in peer-reviewed journals and conferences, and more than half of these publications are related to traffic

operations and toll roads. He chaired 11 Ph.D. dissertations and 26 MS theses to completion. Presently, and for the past 17 years, he has been the Chair of TRB's paper review for all papers submitted to two key TRB committees: *Freeway Operations* and *Regional Transportation Systems Management and Operations*. These two committees review nearly all papers submitted to TRB's annual meeting on freeway and toll operations and management every year. Professor Al-Deek has been an associate editor of the Journal of Intelligent Transportation Systems (J-ITS) since 2007.

Professor Al-Deek teaches undergraduate and graduate courses at UCF. He developed *new* courses such as Intelligent Transportation Systems (ITS), Highway Capacity, Traffic Operations, Mass Transit, Transportation Engineering Systems, and Highway Engineering. He also teaches Transportation Engineering courses on a regular basis. Professor Al-Deek has been an active registered Professional Engineer in Florida since 1998. Professor Al-Deek has completed three federally mandated training courses required for all principal investigators and key personnel working on projects dealing with human subjects in surveys and/or interviews.

Adrian Sandt, Ph.D. student, is currently a graduate research assistant at the University of Central Florida under the supervision of Professor Al-Deek. He obtained his B.S. in Civil Engineering from UCF and is currently pursuing his Ph.D. with Professor Al-Deek as his major academic and research adviser. Mr. Sandt is a recipient of the UCF Trustees Fellowship. He won the University Transportation Center (UTC) Student of the Year (SOY) Award representing the Southeastern Transportation Center (STC) competing with students from ten universities that are members of the STC consortium including UCF. This award was presented to him by the

Consortium for University Transportation Centers.(CUTC) on January 7, 2017 at the 96th TRB annual meeting in Washington, D.C. He is extremely proficient in technical writing, and he has been involved with CFX's Phase-1, Phase-2, and Phase-3 WWD studies.

Md Imrul Kayes, Ph.D. student, is a graduate research assistant at the University of Central Florida under the supervision of Professor Al-Deek. He obtained his B.Sc. in Civil Engineering in July 2014 from Bangladesh University of Engineering and Technology (BUET), the top university in Bangladesh, and was admitted to the Civil Engineering Ph.D. program at UCF in Fall 2015. Imrul Kayes has been involved in CFX WWD Phase-3 study.

Omar Al-Sahili, MS student, is a graduate research assistant under the supervision of Professor Al-Deek. He obtained his B.S. in Civil Engineering in December 2014 from An-Najah University (NNU) overseas. He worked in a transportation engineering professional consultancy firm for one year before being admitted to UCF in Spring 2016. He is also the current treasurer of the UCF student chapter of the Institute of Transportation Engineers (UCF-ITE). Omar Al-Sahili has been involved in CFX WWD Phase-3 study.

Md Omar Faruk, MS student, is a graduate research assistant at the University of Central Florida under the supervision of Professor Al-Deek. He obtained his B.Sc. in Civil Engineering, in September 2015 from Bangladesh University of Engineering and Technology (BUET), the top university in Bangladesh, and he worked in a consultancy service with this same university before being admitted to the Masters of Science in Transportation Engineering Systems (MSTS) program at UCF in Fall 2016. Omar Faruk has been involved in CFX WWD Phase-3 study.

Sara Wertanen, Undergraduate student researcher, is working on her Bachelor of Science Degree in Environmental Engineering with electives in transportation. She is a research assistant working under the supervision of Professor Al-Deek and is the UCF-ITE student chapter vice president. She is set to obtain her B.S. in Environmental Engineering in December 2017 and plans on starting in the UCF transportation engineering graduate program in spring 2018. Sara has been involved in CFX WWD Phase-3 study.

Antony Shamma, Undergraduate student researcher, is working on his Bachelor of Science Degree in Civil Engineering at UCF with a focus in Transportation. He is a research assistant working under the supervision of Professor Al-Deek and is the current president of the UCF student chapter of the Institute of Transportation Engineers (UCF-ITE). Antony has been involved in CFX WWD Phase-3 study

Corin Staves, Undergraduate student researcher, is working on his Bachelor of Science degree in Civil Engineering at UCF with a focus in Transportation. He is concurrently working on a Bachelor of Science degree in mathematics and a Bachelor of Music degree. He is a research assistant working under the supervision of Professor Al-Deek and a member of UCF-ITE. He plans to graduate in December 2017 and continue studying transportation engineering at the graduate level, through either an M.S. or direct to Ph.D. track.

Abigail VanLuyen, Undergraduate student researcher, is working on her Bachelor of Science degree in Civil Engineering at UCF with a focus in Transportation and Structures. She is a

research assistant working under the supervision of Professor Al-Deek and plans to graduate in December 2018.

Grady Carrick, Ph.D., is a thirty year plus veteran of the Florida Highway Patrol, who retired at the rank of Chief in 2012. Dr. Carrick has spent his career building bridges between the law enforcement and transportation professions. He has a national reputation as an advocate for traffic safety and traffic incident management. His leadership in the Florida Strategic Highway Safety Plan, the Florida Bicycle and Pedestrian Advisory Board, and numerous Community Traffic Safety Teams are a few accomplishments. Carrick has participated in several traffic safety initiatives as a member of The International Association of Chiefs of Police (IACP). In his current position as principal for the firm Enforcement Engineering Inc., he seeks to improve transportation safety through the integration of transportation engineering, research and enforcement operations. He has extensive experience in traffic safety analysis and the development of law enforcement countermeasures. In addition to his professional accomplishments, Dr. Carrick holds a Ph.D. in Transportation Engineering from the University of Florida. He has published and presented at numerous state, national, and international conferences on traffic safety and operations.

Roles and Responsibilities of Project Team

The roles and responsibilities of the project team are listed below. Additional information on the team can be found in the qualifications of the UCF research team section in this proposal.

Professor Haitham Al-Deek, Ph.D., P.E., UCF Principal Investigator. He will be responsible for the entire project management and coordination with CFX, budget control, submitting the

final report, conducting progress and final presentations to CFX, and attending project meetings with CFX.

Adrian Sandt, *Graduate Research Assistant and UCF Ph.D. Student*. He will be responsible for editing of reports, presentations, as well as other products submitted to CFX during the course of this study. He will also help with methodology development and data analysis, including development of the optimization model, as well as work on the literature reviews, final report, final presentation, and progress presentations and will attend the project meetings with CFX.

Md. Imrul Kayes, *Graduate Research Assistant and UCF Ph.D. Student*. He will be responsible for collecting and analyzing WWD events, including all WWD acts and false activations/false alerts generated by the RRFB devices. He will also help with the literature reviews, FHWA progress reports, monthly detection and false alerts reports, final report, final presentation, and progress presentations and will attend the project meetings with CFX.

Omar Al-Sahili, *Graduate Research Assistant and UCF MS Student*. He will be responsible for analyzing WWD median crossover citations and determining the appropriate countermeasures to use at medians. He will also help with the editing of progress presentations and attend project meetings with CFX.

Md. Omar Faruk, *Graduate Research Assistant and UCF MS Student*. He will help with the analysis of the WWD median crossover citations, as well as the investigation of using automated

and connected vehicle technologies for WWD prevention. He will also attend project meetings with CFX.

Sara Wertanen, UCF Undergraduate Student Researcher. She will help with the examination of WWD countermeasures and notification methods, including design and analysis of the customer survey results. She will also edit progress reports, presentations, literature reviews, final report, and final presentation, and will attend project meetings with CFX. She will attend field trips and technology testing.

Antony Shamma, UCF Undergraduate Student Researcher. He will help identify potential WWD countermeasures and notification methods, including automated and connected vehicle technologies. He will attend field trips and technology testing. He will also work on literature reviews and progress presentations and attend project meetings with CFX.

Corin Staves, UCF Undergraduate Student Researcher. He will help analyze and monitor WWD events, as well as identify potential WWD countermeasures and notification methods. He will also work on progress reports and presentations and attend project meetings with CFX.

Abigail VanLuven, UCF Undergraduate Student Researcher. She will help analyze and monitor WWD events, as well as examine potential WWD countermeasures and notification methods. She will also work on progress presentations and reports and attend project meetings with CFX.

Grady Carrick, Ph.D., Enforcement Engineering Inc. He will provide the research team with vital WWD CAD/911 call and citation data in a timely fashion to evaluate the implemented WWD countermeasures (RRFBs and median treatments) and meet the project deadlines on time. He will also provide the perspective of law enforcement and input on the median treatments and the feasibility of innovative technologies to stop intentional wrong-way drivers. (Formal commitment will be provided by the consultant when funding is established).

8. PROJECT EXTENSION DELIVERABLES

- a. **Progress Presentations.** A progress presentation will be made to CFX approximately once every four months during the extension period of the project. These progress presentations are deliverables by themselves.
- b. **Final Report.** A final report will be submitted to CFX in MS Word or PDF format. The final report will be provided in electronic format only. As agreed with CFX, only one final report will be delivered for the entire project (including the original contract and this extension of the original contract).
- c. **Project Final Presentation to CFX.** The UCF research team will make a final presentation at CFX's Headquarters (HQ) with conclusions and recommendations. The final presentation represents the last progress presentation in this project. As agreed with CFX, only one final presentation will be delivered for the entire project (including the original contract and its current proposed extension). The original contract final presentation will be substituted by a regular progress presentation due on the last day of the current contract ending date (August 12, 2017).

9. TRAVEL

Travel during the extension period includes 6 meetings (3 per year) including the final presentation with CFX, the project sponsor, in their Orlando HQ office. This also includes a potential of 4 field (and/or CFX HQ) visits. Estimate of local travel cost is based on travel history to CFX HQ (and previous field trips/field visits) and is included in the budget where only mileage and tolls will be charged.

**INTERLOCAL AGREEMENT BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
UNIVERSITY OF CENTRAL FLORIDA**

THIS AGREEMENT is made and entered into as of the 13th day of August, 2015 ("Effective Date"), by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body and corporate politic and agency of the State of Florida, hereinafter referred to as "AUTHORITY" and the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter referred to as "UNIVERSITY."

WHEREAS, the UNIVERSITY is authorized by Section 1004.22, Florida Statutes, to enter into interlocal agreements providing for the performance by one governmental unit on behalf of another of any function which either agency is authorized to perform; and

WHEREAS, the AUTHORITY was created and established to acquire, hold, construct, improve, maintain and operate the Central Florida Expressway Authority System, pursuant to Part III, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.754, Florida Statutes, the AUTHORITY has been granted the power to make and enter into contracts or other transactions and to do all acts and things necessary or convenient for the conduct of its business and for carrying out the purposes of the AUTHORITY; and

WHEREAS, the AUTHORITY desires that the UNIVERSITY perform a study entitled "Wrong-Way Driving Study Phase III: Allocating and Evaluating Countermeasures on CFX Roadway Network".

NOW, THEREFORE, in consideration of the promises herein made and the benefits to accrue to the parties, and for good and valuable consideration, the parties agree as follows:

1. Term. Services to be provided by the UNIVERSITY shall begin upon the Effective Date and shall be completed no later than two (2) years from the Effective Date, unless extended by written modification and signed by the parties.
2. Services. The UNIVERSITY shall provide the services outlined in the attached **Exhibit A**. Any changes must be approved in writing by the authorized representatives of the parties.
3. Anything contained herein to the contrary notwithstanding, the AUTHORITY shall have final approval of the study product as it relates to its implementation on the AUTHORITY system.

4. Payment. The AUTHORITY shall pay the UNIVERSITY for services rendered as outlined in the budget included in **Exhibit A**, which states that payment will be billed in eight (8) equal invoices of \$25,000 each every three months. All deliverables/invoices submitted by the UNIVERSITY must be approved in writing by Authority prior to payment by the AUTHORITY to the UNIVERSITY. The payment for all work shall not exceed \$200,000.00. Invoices shall be submitted in a format acceptable to the AUTHORITY with detail sufficient for a proper pre-audit and post-audit thereof. Invoices submitted for pre-authorized travel expenses shall be paid in accordance with the rates specified in Section 112.061, Florida Statutes. Payment will be remitted to:

University of Central Florida
Contracts & Grants
PO Box 160118
Orlando, FL 32816

5. Administrative Personnel. The UNIVERSITY shall perform the activities described in **Exhibit A** and will comply with all statutory requirements and applicable regulations in the conduct of the project. The UNIVERSITY agrees that such activities will be directed by:

AUTHORITY:

Technical and Contractual:
Corey Quinn, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Phone: (407) 690-5000
Fax: (407) 690-5011
E-mail: Corey.Quinn@CFXway.com

UNIVERSITY:

Project Director/Technical:
Dr. Haitham Al-Deek, Ph.D., P.E.
University of Central Florida/CECE
4000 Central Florida Boulevard
Orlando, FL 32816-2450
Phone: (407) 823-2988
Fax: (407) 823-3315
e-mail: Haitham.Al-Deek@ucf.edu

Contractual:
Jessica Maass

University of Central Florida
Office of Research and Commercialization
12201 Research Parkway, Suite 501
Orlando, FL 32826-3252
Phone: (407) 882-1187
Fax: (407) 823-1379
e-mail: Jessica.Maass@ucf.edu

6. Records and Audit. The UNIVERSITY agrees to keep and maintain accounts for a period of at least three (3) years from the end of the contract, or longer if required by the State of Florida's retention schedules, in order to record complete and correct entries as to all costs and expenditures. No funds provided by the AUTHORITY shall be expended for expenses other than for the study. Such books and records shall be available at all reasonable times during normal business hours for examination and audit by the AUTHORITY. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the AUTHORITY of any fees, expenses or costs based upon such entries.

7. Public Records Act. Both parties and any subconsultants to this Agreement shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

8. Extensions. The AUTHORITY and the UNIVERSITY agree that at future dates this Agreement may be extended or supplemented for future services, as mutually agreed to and signed by the authorized representatives of the parties.

9. Assumption of Risk. Each party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, agents or employees while acting within the scope of their employment. Neither party, nor any of its agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the other party or any of its officers, agents or employees. In no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance.

10. No Contingency Fee. The UNIVERSITY represents that it has not employed or obtained any company or person, other than bona fide employees or consultants of the UNIVERSITY to solicit or to secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than

bona fide employees employed by the UNIVERSITY. For the breach or violation of this provision, the AUTHORITY shall have the right to terminate the Agreement at its discretion.

11. No Assignments without Written Consent. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by either party without the prior written consent of the other party. However, the Agreement shall run to the AUTHORITY and its successors.

12. Termination. This Agreement may be terminated by either party upon 30 days written notice to the other with or without cause. In the event of termination by the parties the AUTHORITY will pay the UNIVERSITY for all costs incurred and any non-cancellable obligations properly incurred through the date of termination. In the event that UNIVERSITY'S project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, the AUTHORITY shall have the option to cancel this Agreement.

13. Publication. The parties agree that UNIVERSITY may publish the results of the work in its own form. AUTHORITY shall be furnished with copies of any proposed publication, to review for confidential information only, thirty (30) days in advance of the intended publication date. AUTHORITY will complete its review and provide UNIVERSITY with any objections within thirty (30) days of receipt. In the absence of timely objection, UNIVERSITY shall be free to proceed without restriction, subject to compliance with the exemptions and provisions set forth in the Florida Statutes and law. In the event of an objection, the parties will negotiate in good faith the removal of the confidential material.

14. Ownership. Except for ownership of Intellectual Property pursuant to Section 15, and publications pursuant to Section 13, AUTHORITY is and shall be and remain the sole owner of all deliverable documents, software, data and items developed with respect to and in connection with the performance of this Agreement. Subject to UNIVERSITY'S right to publish in Section 13 above, UNIVERSITY may not use such materials in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY'S sole discretion. Deliverable information and work product generated in connection with this Agreement shall be the property of AUTHORITY. Subject to UNIVERSITY'S right to publish in Section 13 above, UNIVERSITY shall not transfer, disclose or otherwise use such information or work product for any purpose other than in performance of its duties hereunder, without AUTHORITY'S prior written consent, which may be withheld or granted in the sole discretion of AUTHORITY. Information and materials with respect to the AUTHORITY and this Agreement obtained by UNIVERSITY from AUTHORITY during the Term of this Agreement shall remain confidential for a period of three (3) years from the Effective Date. Notwithstanding the foregoing, both parties will be subject to the requirements of the Florida Public Records law and other law, including requirements pertaining to confidential information, and any valid court order.

15. Intellectual Property. The term "Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship.

Intellectual Property developed solely by UNIVERSITY shall be solely and exclusively owned by UNIVERSITY. Intellectual Property developed solely by AUTHORITY shall be solely and exclusively owned by AUTHORITY. "Joint Intellectual Property" means any Intellectual Property developed jointly by the AUTHORITY and UNIVERSITY under this Agreement. Joint Intellectual Property will be owned jointly by AUTHORITY and UNIVERSITY, who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship, and to jointly determine filing and licensing.

"Background Intellectual Property" means Intellectual Property which was in existence, prior to the Effective Date of this Agreement, or which is subsequently created or developed by a party so long as such creation or development was not in the course of this project. The parties agree that Background Intellectual Property of AUTHORITY and UNIVERSITY is their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party.

Nothing in the Agreement shall circumvent or restrict either party's pre-existing obligations with the U.S. government pertaining to any kind of intellectual property or any copyrightable material or other Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either parties, and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property or any copyrightable material or other intellectual property which is being developed.

Notwithstanding any provision to the contrary in the Agreement, UNIVERSITY shall retain the right to practice any invention, discovery and copyright developed hereunder for its own academic, non-commercial research and teaching purposes.

16. Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between a senior executive of the UNIVERSITY who has the authority to settle the controversy and a designated representative from the AUTHORITY who has the authority to recommend a settlement to the Board.

The disputing party shall give the other party written notice of the dispute. Within twenty days after receipt of said notice or longer with the prior written approval from the disputing party, the receiving party shall submit to the other a written response. The

notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent that party. The executives shall meet at a mutually acceptable time and place within thirty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

In the event a dispute arising out of or related to this Agreement (on the Services performed thereunder) has not been resolved pursuant to the aforesaid mediation procedure within sixty days of the initiation of such procedures, the parties shall be free to pursue any available legal remedies.

17. Governing Law; Venue. This Agreement and the rights of the parties will be governed and construed in accordance with the laws of the State of Florida and the United States, without regard to its choice of law principles. The parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within either the state courts of Florida located in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division. The parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

18. Time is of the Essence. The AUTHORITY and the UNIVERSITY recognize that time is of the essence with respect to the Agreement and UNIVERSITY shall meet the date specified in Exhibit A attached hereto.

19. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for the delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

21. Export Control. Both parties are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the parties that they will

not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UNIVERSITY agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UNIVERSITY cannot and does not guarantee that such licenses will be granted.

22. No Warranties. UNIVERSITY is a NON-PROFIT EDUCATIONAL INSTITUTION. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH AND WORK PERFORMED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY DEVELOPED BY UNIVERSITY UNDER THIS AGREEMENT WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UNIVERSITY MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY. IF THE AUTHORITY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

23. Non-Use of Name. UNIVERSITY and the AUTHORITY may not use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either party shall be submitted to the other party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication. However, neither party shall be prohibited from complying with Section 1004.22(2) regarding sponsored research activities.

24. Independent Contractor. UNIVERSITY shall provide services under this Agreement as an independent contractor and as such shall maintain complete control over and be responsible for all of its operations and personnel. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the parties.

25. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall remain in full force and effect.

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

27. Entire Agreement. This Agreement and its Exhibit(s) constitute the entire

agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

28. No Third Party Beneficiaries. This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.

29. Unauthorized Aliens. The AUTHORITY shall consider the employment by the UNIVERSITY of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the UNIVERSITY knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year set forth below. This Agreement was approved by the AUTHORITY'S Board of Directors at its meeting on August 13, 2015.

UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

BY: *Courtney Benson*
Authorized Signature
Courtney Benson
Print Name

BY: *Paul Miller*
Director of Procurement
Date: 8/19/15

Title: Contract Manager
Date: 7/30/2015

4 AUG '15 AM 8:48

Legal Content Approved for the University:
[Signature]
Name:
Date: 7-30-15

Approved as to form and execution,
only.

Linda S. B. Lanson
General Counsel, Deputy

FINAL VERSION
RESEARCH PROPOSAL
Version 8.0

Submitted to

Central Florida Expressway Authority
(CFX)

**WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING AND
EVALUATING COUNTERMEASURES ON CFX ROADWAY NETWORK**

Proposed Contract Period	24 months
Proposed Project Duration	08/17/2015-08/17/2017
Total Contract Amount	\$200,000

Proposal Submitted By

Haitham Al-Deek, Ph.D., P.E.
(Principal Investigator)

Professor of Civil, Environmental, and Construction Engineering,
Department of Civil, Environmental, and Construction Engineering
University of Central Florida
Orlando, FL 32816-2450

Phone: Cell (321) 695-7664, (407) 823-2988, Fax: (407) 823-3315

E-mail: Haitham.Al-Deek@ucf.edu

Home Page: <http://www.cece.ucf.edu/people/al-deek/index.html>

And

Adrian Sandt, UCF PhD Student and Graduate Student Researcher
Ahmad Alomari, UCF PhD Student and Graduate Student Researcher
UCF Department of Civil, Environmental, and Construction Engineering

Administrative Contact: Jessica Maass, Proposal Manager

E-mail: Jessica.Maass@ucf.edu

Phone: (407) 882-1187

Originally Submitted in April 2015
Revised Version Submitted in June 2015
Final Version Submitted in July 2015

WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING AND EVALUATING COUNTERMEASURES ON CFX ROADWAY NETWORK

Principal Investigator:

Haitham Al-Deek, Ph.D., P.E., Professor of Engineering, CECE Department, UCF, Orlando, FL 32816-2450, Cell: (321) 695-7664; Fax (407) 823-3315; email Haitham.Al-Deek@ucf.edu

1. RESEARCH GOAL AND OBJECTIVES

Research Main Goal

The main goal of this proposed study is to evaluate wrong-way driving (WWD) countermeasures that will be deployed at ramps and medians throughout the CFX toll road network, help CFX determine the best way to warn right-way drivers of intentional wrong-way drivers that do not correct their behavior before entering the mainline, and study potential technologies that can prevent these wrong-way drivers from entering the mainline in the first place.

Research Objectives

To achieve the main goal of this research, the following objectives need to be achieved:

- 1) Collect a sufficient sample of WWD data for the entire CFX system to evaluate their implemented WWD countermeasures. Examples of this data include WWD crashes, 911 calls, citations, traffic management center (TMC) logs, SunGuide reports, and detections (TAPCO logs and video recordings, Wavetronix or similar detections from other devices, etc.), as well as geometric design of interchange types that are known to have higher than normal frequency of WWD events as reported in the literature and FDOT design documents (examples of this include partial cloverleaf interchanges);
- 2) Develop a scoring methodology to identify locations where deployment of Rapid Rectangular Flashing Beacons (RRFBs) would be beneficial. This methodology will consider many factors, including WWD history (crashes, 911 calls, citations, etc.),

interchange design (partial cloverleaf, extended left turn lanes, etc.), and other factors driven by CFX (e.g., infrastructure readiness in terms of ITS equipment at these sites and budget considerations);

- 3) Study the effects of WWD countermeasures implemented at medians. The types of median countermeasures to be studied will be determined based on the results of literature review;
- 4) Study various methods of warning right-way drivers about WWD events to determine the most appropriate methods for the CFX roadway network;
- 5) Evaluate technologies that can physically prevent wrong-way vehicles from entering the mainline (e.g., nets or barriers) to see if these technologies are feasible and effective;
- 6) Analyze the WWD detection data collected from the RRFBs installed at the CFX pilot test locations to understand how drivers react to these devices (correct themselves or keep driving the wrong way).

2. EXECUTIVE SUMMARY

CFX has been proactively involved in understanding and combatting wrong-way driving (WWD) since they contracted with the University of Central Florida (UCF) in 2012 to explore the extent of WWD problem on its toll road network as part of a Phase-1 study. The results of this study, *“Wrong-Way Driving Incidents on OOCEA Toll Road Network, Phase-1 Study: What is the Extent of this Problem?”* showed that WWD is a significant problem in Central Florida and has been growing in recent years.

To reduce WWD, and based on suggestions from UCF in Phase 1 final report, CFX decided to test the use of Rapid Rectangular Flashing Beacons (RRFBs) as WWD countermeasures in a

Phase-2 study. This technology had previously been used for pedestrian crossings; it had never been used as a WWD countermeasure. During the Phase-2 study, “*Wrong-Way Driving Incidents on CFX Toll Road Network, Phase-2 Study: Developing Countermeasures*,” the RRFB technology was successfully tested, first in the CFX headquarters parking lot, then at the SR 528 and SR 520 ramp. Since the RRFBs were implemented at this location in January 2015, CFX have successfully detected several vehicles driving the wrong way on the exit ramp, as verified by the TAPCO camera and the numerous images taken of the wrong-way vehicles.

The success of this technology has convinced CFX to implement it at additional ramps along their toll road network. A methodology will be developed by UCF in this proposed Phase 3 that will estimate WWD risk values for roadway segments including interchanges throughout the CFX network. This methodology will use real-life WWD data, examples of which include WWD crash data, 911 call data, citation data, TMC logs, SunGuide reports, TAPCO BlinkLink detection data, TAPCO video logs, and Wavetronix (and/or similar) detection data. Other considerations, such as the presence of partial cloverleaf interchanges, extended left turn bays, and other CFX practical constraints (e.g., budget and infrastructure ITS equipment readiness/limitations) will also be considered when developing this methodology. It is believed that no methodology like this has ever been developed that focuses solely on WWD.

In addition to exit ramps, another potential source of WWD events is median crossovers. These types of events can occur on stretches of roadway where there is only a paved or grassy median or in spaces in barriers designated for emergency or law enforcement use. To prevent these types of WWD events, various potential median WWD countermeasures will be studied to see which would be effective for CFX. The types of median countermeasures to be

studied will be determined based on the results of literature review. The best locations to implement these countermeasures will also be determined and detection data will be collected at these implementation sites to evaluate how effective these countermeasures are.

While WWD countermeasures can help prevent confused wrong-way drivers from entering the mainline, these devices may not be effective at preventing intentional wrong-way drivers, such as suicidal drivers, from entering the mainline. Additionally, extremely intoxicated drivers might not comprehend that they are driving the wrong way when they encounter the WWD countermeasures. Therefore, it is important for CFX to be able to notify right-way drivers when a wrong-way driver has entered the system. There are many possible ways to notify these drivers of WWD events, including DMS, smartphone applications, and in-vehicle notifications. These various methods will be examined to determine the most effective options for CFX based on roadway characteristics and driver preferences. To obtain driver preferences, a customer survey will be developed, then reviewed and approved by the CFX's Deputy Executive Director before implementation. This survey will ask CFX customers how they would like to receive WWD notifications, along with other WWD related questions. An analysis of potential ways to physically prevent intentional or intoxicated drivers from entering the mainline will also be performed to see if these technologies, which can include barriers, nets, or other similar devices, are feasible and would be effective for the CFX to implement at its ramps.

This is a fixed lump sum 24 months Phase-3 study proposal with requested total budget of \$200,000. This will be billed in 8 equal invoices, \$25,000 each, every three months (the last invoice will be billed at the end of the 24th month). Details of the budget are provided on the last page of this proposal.

3. UNDERSTANDING OF THE PROBLEM

Wrong-way driving (WWD) is a rare but serious event which often occurs during late night hours and typically involves impaired drivers (intoxicated, tired, or confused). Crashes caused by WWD often result in severe injuries or fatalities, especially on toll roads or other limited access facilities due to the high travel speeds. The low frequency of WWD crashes presents a difficult challenge to researchers, so other WWD data is needed to accurately research and effectively prevent WWD events. This data includes WWD 911 call data, citation data, TMC logs, and detection data (e.g., video, camera, or radar). A sufficient quantity of data (at least one year or more) is also necessary to properly understand the effects of WWD countermeasures. WWD countermeasures can prevent confused drivers from entering the mainline while traveling the wrong direction, but they will not prevent intentional wrong-way drivers (suicidal or extremely intoxicated drivers) from entering the mainline. However, the risk of crashes due to these wrong-way drivers can be reduced by notifying right-way drivers that a wrong-way driver has been spotted or by implementing technologies, such as barriers or nets, that could physically prevent a wrong-way driver from entering the mainline. These preventative technologies require a lot of study before implementation to ensure there are no adverse effects to traffic operations, safety, or emergency response and to make sure these technologies are feasible and appropriate. Methods of notifying right-way drivers can include DMS, highway advisory radio, smartphone applications, or in-vehicle devices; these methods need to be evaluated and CFX customer preferences need to be determined to decide which methods would be the most effective. These potential methods will be discussed and approved by the CFX Deputy Executive Director before they can be released or included in the customer survey.

4. BENEFITS TO CFX

The main benefits of this Phase-3 study to CFX are:

- Saving lives of CFX customers from the danger they could face if wrong way drivers continue to pursue their behavior to the mainline without being detected in time and/or stopped.
- Demonstrating that CFX is using their budget carefully and wisely by installing RRFBs and other effective countermeasures where they are mostly needed.
- Providing notifications to right-way drivers about WWD events that can allow the right-way drivers to be aware of and potentially avoid collisions.
- Evaluating the effects of RRFBs and median WWD countermeasures to understand which countermeasures are effective in which locations.
- Developing potential innovative technologies to prevent wrong-way drivers from entering the mainline.
- Demonstrating to CFX's customers that their safety is priority.

5. PLAN FOR IMPLEMENTATION OF RESULTS

From this Phase-3 study, CFX will understand how the implemented WWD countermeasures at ramps and medians affect WWD. CFX will also gain valuable insight on right-way driver notification methods and potential technologies to prevent wrong-way drivers from entering the mainline. With this knowledge, CFX can effectively decide on what types of technologies to test and/or implement to reduce WWD crashes on the mainline.

6. PROPOSED RESEARCH APPROACH

Tasks

To achieve the stated goal and objectives of this proposed project, the University of Central Florida's (UCF) research team members under the guidance of Professor Haitham Al-Deek, Ph.D., P.E., (UCF Principal Investigator, PI), will perform the proposed project tasks listed in this section. Their aim will be to assist CFX in implementing WWD countermeasures at ramps and medians and assessing their performance, as well as determining ways to notify right-way drivers and prevent intentional wrong-way drivers from entering the mainline. Professor Al-Deek will be assisted by some of his students: Adrian Sandt, a UCF Ph.D. student and Trustees Fellowship recipient; and Ahmad Alomari, a UCF Ph.D. candidate with 3+ years industry experience, in addition to other outstanding engineering students not yet identified in this project. Additionally, Dr. Grady Carrick of Enforcement Engineering Inc., who is a former Chief of FHP in Jacksonville area (for a period of 30 + years) with very important hands on experience in first response to WWD incidents, will also be subcontracted by UCF to assist in critical data collection on the performance of WWD countermeasures, and will provide law enforcement perspective concerning UCF innovative WWD countermeasures, right-way driver notification methods, and technologies to stop wrong-way drivers.

Tasks to be performed by the UCF research team include the following:

1. *Phase-3 kick-off meeting between UCF research team and CFX.*
2. *Methodology development.* A methodology will be developed to identify locations at the highest risk for WWD activity. This methodology may use some or all of the following: historic WWD data, including crashes, 911 calls, citations, TMC reports, and detection data, as well as design characteristics (interchange type and presence of potentially

confusing features) to estimate the WWD risk of the selected ramps and other potential ramps that were not selected.

3. *Collection and analysis of WWD data.* Accurate and reliable data is crucial for this project. A variety of WWD data will be collected and analyzed for the entire CFX system. Examples of this data include WWD crash data, 911 call data, citation data, TMC logs, and SunGuide reports. Additionally, WWD detection data obtained from the installed RRFBs at the pilot ramps will also be analyzed. This data includes TAPCO BlinkLink logs and video as well as Wavetronix (or similar devices) detection logs. Data will also be collected from the median WWD countermeasures that will be implemented as part of Task 7. It is highly recommended to collect a minimum of one year of data after implementation for each site to accurately evaluate the countermeasures.
4. *Literature review on median WWD countermeasures.* To determine the most effective countermeasures at preventing median crossovers, previous research will be reviewed. Many types of countermeasures ranging from signs and pavement markings to ITS technologies will be analyzed to determine which would be most effective for CFX.
5. *Examination of right-way driver notification systems.* There are many ways that CFX could potentially alert right-way drivers of WWD events. To determine the most effective notification methods, a literature review and a customer survey, with its questions being pre-approved by the CFX Deputy Executive Director, will be conducted as part of this task.
 - 5.1. *Literature review on WWD notifications.* A literature review will be conducted on ways other agencies currently warn about wrong-way drivers. Based on this review, potential notification methods for CFX will be identified.

- 5.2. *Customer survey on WWD notifications.* In addition to the literature review, a customer survey will also be developed, reviewed and pre-approved by the CFX Deputy Executive Director, then implemented to obtain the opinions of CFX's customers regarding WWD notifications and countermeasures. This survey will be implemented online and will ask customers about their preferences concerning WWD notification methods and messages, as well as about WWD countermeasures.
- 5.3. *Determination of notification methods.* Based on Tasks 5.1 and 5.2, the most appropriate notification methods for the CFX system will be determined. Additional research will be performed to determine the optimal deployment methods for these notification methods.
6. *Review of technologies to stop intentional wrong-way drivers.* Since intentional wrong-way drivers, such as suicidal drivers, will not correct themselves when they encounter WWD countermeasures, additional technologies could be necessary to prevent these drivers from entering (or continuing on) the mainline. A literature review will be conducted on potential technologies that can physically prevent wrong-way drivers from entering the mainline to see if these technologies are feasible or would be effective for CFX to implement. Other innovative technologies that have not previously been used as WWD countermeasures will also be evaluated to see if they would be appropriate. If feasible technologies are found, testing plans and appropriate documentation for the MUTCD's Request to Experiment (RTE) will be developed.
7. *Determination of appropriate median crossover countermeasures.* Based on the literature review conducted in Task 4, appropriate countermeasures to prevent median crossovers will be determined. Appropriate sites for implementation of these countermeasures will be

- determined using a methodology similar to the methodology developed in Task 2, but customized for medians. Once the median locations have been selected and the countermeasures installed, WWD data at these sites will be collected, as described in Task 3.
8. *Progress reports for FHWA RTE.* Every six months, a progress report will be written for the FHWA RTE of all RRFBs installed on the CFX system at the time of each report. These progress reports will indicate the progress of this experiment, including any important observations and issues that occurred or were resolved.
 9. *Recommendations for CFX.* Based on the results of the previous tasks, recommendations will be provided to CFX. Recommendations on the use of RRFBs and the applied median countermeasures will be made based on the results of Task 3. Effective methods to notify right-way drivers of WWD events will be made based on the results of Task 5 and potential preventative technologies will be recommended based on the results of Task 6. These recommendations will include the types of technologies and potential testing and/or implementation methods.
 10. *Final report and presentation of results to CFX.* At the end of the project, a final report will be submitted in electronic format and a final presentation will be made to CFX.
 11. *Progress Presentations.* A progress presentation will be made to CFX approximately once every three months. These progress presentations are deliverables by themselves. They shall occur such that their results can be incorporated into the Director of Expressway Operations' quarterly safety briefing to the CFX Board of Directors. CFX will notify UCF about the date of each of their Board of Directors' meetings six weeks before each meeting date. Then, UCF will set up a progress presentation with the CFX project manager two weeks before the Board of Directors' meeting. Each progress

presentation shall contain a summary of CFX WWD statistics for the previous quarter, previous twelve months, and pilot inception to date (i.e., January 2015). The last progress presentation is the same as the final presentation.

7. QUALIFICATIONS OF THE UCF PI AND HIS RESEARCH TEAM AS EVIDENCED BY PAST EXPERIENCE IN THE FIELD

Professor Al-Deek, Ph.D., P.E., is the Principal Investigator of Phase-1 and Phase-2 WWD studies sponsored by CFX. He has more than **twenty nine years** of experience in transportation engineering, planning, and operations. He is **nationally recognized in his field and received the best paper award on wrong way driving granted to him and his research team by the Freeway Operations Committee of the National Research Council-Transportation Research Board (TRB) in April 2015.** He also received two Chairman Awards from TRB for his significant contributions to the fields of *Freeway Operations*, and *Regional Transportation Systems Management and Operations* in January 2012. In addition, he received the best TRB freeway operations paper award in 2010, which was about the impact of Dynamic Message Signs on OOCEA drivers. He also received the best paper award on smart event management by the TRB Regional Transportation Systems Management and Operations Committee in 2012, and another best paper award by the TRB Freeway Operations Committee on travel time prediction in 2003. Recently, he won a competitive national research project in collaboration with Texas Transportation Institute (TTI) on wrong way driving countermeasures (NCHRP 03-117). Professor Al-Deek was invited as keynote speaker to talk about innovative research methodology and countermeasures for combating wrong way driving at the 7th Traffic Safety Conference in Amman, Jordan, May 12-13, 2015. He was featured as a

distinguished researcher by the UCF College of Engineering and Computer Science in 2003. He received the Research Incentive Award in 2001 and the UCF Researcher of the Year 1999 Award (this is a very prestigious award given to the best professor researcher of the year out of the entire UCF's 1300+ faculty). He graduated from the University of California at Berkeley in 1991. Professor Al-Deek was the principal (or co-principal) investigator of more than 70 applied research projects at UCF and elsewhere, and a large number of them were sponsored by CFX. Since joining UCF in 1992, the total budget of applied research projects he attracted to UCF exceeded \$7 million. He has published more than 310 papers and technical reports in peer-reviewed journals and conferences, and nearly half of these publications are related to traffic operations and **CFX toll roads**. He chaired 9 Ph.D. dissertations and 26 MS theses to completion. Presently, and for the past 15 years, he is the Chair of TRB's paper review for all papers submitted to two key Transportation Research Board committees: *Freeway Operations*, and the *Regional Transportation Systems Management and Operations*. These two committees review nearly all papers submitted to TRB's annual meeting on freeway and toll operations and management every year. Professor Al-Deek has been an associate editor of the Journal of Intelligent Transportation Systems (J-ITS) since 2007.

Professor Al-Deek teaches undergraduate and graduate courses at UCF. He developed *new* courses such as Intelligent Transportation Systems (ITS), Highway Capacity, Traffic Operations, Mass Transit, Transportation Engineering Systems, and Highway Engineering. He also teaches Urban Systems Design and Transportation Engineering courses on a regular basis. Professor Al-Deek has been an active registered professional engineer in Florida since 1998. Professor Al-Deek has completed three federally mandated training courses required for all principal investigators and key personnel working on projects dealing with human subjects in surveys

and/or interviews.

Adrian Sandt, Ph.D. student, is currently a graduate research assistant at the University of Central Florida. He obtained his B.S. in Civil Engineering from UCF and is currently pursuing his Ph.D. under supervision of Professor Al-Deek. Mr. Sandt is a recipient of the UCF Trustees Fellowship. He is extremely proficient in technical writing, and he has been involved with CFX's Phase-1 and Phase-2 WWD studies.

Ahmad Alomari, Ph.D. candidate, is a Ph.D. Candidate and a graduate research assistant at the University of Central Florida. His background includes over three years of industry experience with the private sector as a traffic engineer and transportation planner. He has experience in traffic engineering and transportation planning studies including but not limited to the following: analysis and design of intersections/interchanges, traffic impact studies, road safety audit, and development of public transportation studies. Also, he was involved in lecturing at training programs for the following topics: traffic modeling and simulation, public transportation concepts, urban transportation planning, and computer software applications in transportation engineering (e.g., VISSIM, VISUM, CORSIM, HCS+ and SIDRA). Mr. Alomari has M.S. degree in transportation engineering from Jordan University of Science and Technology. His thesis topic focused on evaluation of strategies for traffic management using simulation. Presently, Mr. Alomari is pursuing his Ph.D. dissertation at UCF under supervision of Professor Al-Deek.

Grady Carrick, Ph.D., is a thirty year plus veteran of the Florida Highway Patrol, who retired at the rank of Chief in 2012. Dr. Carrick has spent his career building bridges between the law enforcement and transportation professions. He has a national reputation as an advocate for traffic safety and traffic incident management. His leadership in the Florida Strategic Highway Safety Plan, the Florida Bicycle and Pedestrian Advisory Board, and numerous Community Traffic Safety Teams are a few accomplishments. Carrick has participated in several traffic safety initiatives as a member of The International Association of Chiefs of Police (IACP). In his current position as principal for the firm Enforcement Engineering Inc., he seeks to improve transportation safety through the integration of transportation engineering, research and enforcement operations. He has extensive experience in traffic safety analysis and the development of law enforcement countermeasures. In addition to his professional accomplishments, Dr. Carrick holds a Ph.D. in Transportation Engineering from the University of Florida. He has published and presented at numerous state, national, and international conferences on traffic safety and operations.

Roles and Responsibilities of Project Team

The roles and responsibilities of the project team are listed below. Additional information on the team can be found in the qualifications of the UCF research team section in this proposal.

Professor Haitham Al-Deek, Ph.D., P.E., *UCF Principal Investigator*. He will be responsible for the entire project management and coordination with CFX, budget control, submitting the final report, conducting progress and final presentations to CFX, and attending project meetings with CFX.

Adrian Sandt, *Graduate Research Assistant and UCF Ph.D. Student*. He will be responsible for editing of reports, presentations, as well as other products submitted to CFX during the course of this study. He will also help with methodology development and data analysis, as well as work on the literature reviews, final report and progress presentations and will attend some of the project meetings with CFX.

Ahmad Alomari, *Graduate Research Assistant and UCF Ph.D. Candidate*. He will help with literature reviews and data analysis, as well as the methodology development.

Grady Carrick, Ph.D., *Enforcement Engineering Inc.* He will provide the research team with vital WWD 911 call and citation data in a timely fashion to evaluate the implemented WWD countermeasures (RRFBs and median treatments) and meet the project deadlines on time. He will also provide the perspective of law enforcement and input on the median treatments and the feasibility of innovative technologies to stop intentional wrong-way drivers.

8. DELIVERABLES

- a. **Kick Off Meeting.** A kick off meeting will be conducted with CFX's project manager and the UCF research team within the first 30 days of contract execution. The meeting will discuss the research plan.
- b. **Progress Presentations.** A progress presentation will be made to CFX approximately once every three months. These progress presentations are deliverables by themselves. They shall occur such that their results can be incorporated into the Director of Expressway Operations' quarterly safety briefing to the CFX Board of

Directors. CFX will notify UCF about the date of each of their Board of Directors' meetings six weeks before each meeting date. Then, UCF will set up a progress presentation with the CFX project manager two weeks before the Board of Directors' meeting. Each progress presentation shall contain a summary of CFX WWD statistics for the previous quarter, previous twelve months, and pilot inception to date (i.e., January 2015). The last progress presentation is the same as the final presentation.

- c. **Final Report.** A final report will be submitted to CFX in MS Word or PDF format. The final report will be provided in electronic format only.
- d. **Project Final Presentation to CFX.** The UCF research team will make a final presentation at CFX's office with their conclusions and recommendations. The final presentation represents the last progress presentation in this project.

9. TRAVEL

Travel includes **8 meetings** in addition to a **kick-off meeting** with CFX, the project sponsor, in their Orlando office. Estimate of local travel cost is included in the budget where only mileage and tolls will be charged.

10. PROJECT SCHEDULE

Central Florida Expressway Authority
CFX

PROJECT SCHEDULE

Project Title

WRONG-WAY DRIVING PHASE-3 STUDY: ALLOCATING COUNTERMEASURES ON CFX ROADWAY NETWORK

Start - Finish
Research Agency
Principal Investigator

August 17, 2015 to August 17, 2017
University of Central Florida
Professor Hailam Al-Deek, Ph.D., P.E., University of Central Florida

RESEARCH TASK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1 Phase-3 kick-off meeting	█																							
2 Methodology development and extension to all 32 sites	█	█	█	█	█	█	█	█	█															
3 Collection and Analysis of WWD Data	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4 Literature review on median WWD countermeasures	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5 Examination of right-way driver notification systems	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.1 Literature review on WWD notifications	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.2 Customer survey on WWD notifications																								
5.3 Determination of notification methods																								
6 Literature review of technologies to stop intentional wrong-way drivers	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
7 Determination of appropriate median crossover countermeasures																								
8 Progress reports for FHWA RTE																								
9 Recommendations for CFX																								
10 Final report and presentation of results to CFX																								
11 Progress Presentations																								


CONSENT AGENDA ITEM

#27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: April 18, 2019

SUBJECT: Approval of Excalibur Data Systems as a Subconsultant for the General Systems Consultant Services Contract with HNTB Corporation
Contract No. 001144

HNTB Corporation, CFX's General Systems Consultant, has requested approval to use Excalibur Data Systems to assist with Cherwell Software configuration and Information Technology Service Management (ITSM) Process Support. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by HNTB Corporation when its contract with CFX was originally awarded.

Board approval of Excalibur Data Systems as subconsultant to HNTB Corporation is requested.

Reviewed by: _____


Jim Greer
Director of IT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: HNTB Corporation Date: 4/18/2019

CFX Contract Name: General Systems Consultant Services CFX Contract No.: 001144

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: Excalibur Data Systems

Address: 115 Sagamore Hill Road, Pittsburgh, PA 15239-2919

Phone No.: Office - 724-387-1331 ext. 212 Direct - 506-647-1880

Federal Employee ID No.: 25-1812761

Description of Services to Be Sublet: Cherwell Software Configuration and ITSM Process Support

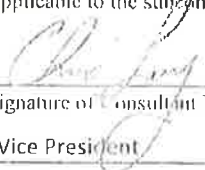
Estimated Beginning Date of Sublet Services: 5/20/2019

Estimated Completion Date of Sublet Services: 6/21/2021

Estimated Value of Sublet Services*: \$ 200,000

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

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

Requested By: 
(Signature of Consultant Representative)
Vice President
Title

Recommended by:  Date: 4/18/19
(Signature of Appropriate CFX Director/Manager)

Approved by: _____ Date: _____
(Signature of Appropriate Chief)

Attach Subconsultant's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#28

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: May 16, 2019

SUBJECT: Approval of Vanasse Hangen Brustlin (VHB), Inc. as a Subconsultant for the General Systems Consultant Services Contract with AECOM Technical Services, Inc. Contract No. 001215

AECOM Technical Services, Inc., CFX's General Systems Consultant has requested approval to use VHB to assist CFX's staff create a Geographic Information System (GIS) Implementation Roadmap and provide GIS software support. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by AECOM Technical Services, Inc. when its contract with CFX was originally awarded.

Board approval of VHB as subconsultant to AECOM Technical Services, Inc. is requested.

Reviewed by: 
Jim Greer
Chief Technology & Operating Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: AECOM _____ Date: 05/06/2019 _____

CFX Contract Name: General Systems Consultant Services CFX Contract No.: 001215 _____

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: Vanasse Hangen Brustlin, Inc. (VHB) _____

Address: 225 East Robinson Street, Suite 300 _____

Phone No.: 407-839-4006 _____

Federal Employee ID No.: _____

Description of Services to Be Sublet: VHB shall work with CFX staff to create a GIS Implementation Roadmap and provide GIS software support.

Estimated Beginning Date of Sublet Services: 05/10/2019 _____

Estimated Completion Date of Sublet Services: 09/10/2019 _____

Estimated Value of Sublet Services*: \$ 71,401.14 _____

*(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: Michael Alessi
(Signature of Consultant Representative)

Project Manager: ITS Florida Manager
Title

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

Date: 5/10/19

Approved by: _____
(Signature of Appropriate Chief)

Date: _____

Attach Subconsultant's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#29

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 19, 2019


SUBJECT: Approval of Supplemental Agreement No. 1 with Vanasse Hangen Brustlin (VHB), Inc. for Post Design Services for Systemwide Fiber Optic Network Upgrade Phase II Project
Project 599-524, Contract No. 001292

Board approval is requested for Supplemental Agreement No. 1 with VHB, Inc., for a not-to-exceed amount of \$94,982.67. The original contract was for five years with two one-year renewals.

The services include post design service such as corrections, quantities, special provisions and supporting the project during the construction phase.

Original Contract	\$425,000.00
Supplemental Agreement No. 1	<u>\$ 94,982.67</u>
Total	\$519,982.67

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

Reviewed by: 
Bryan Homayouni, PE
Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR FIBER OPTIC NETWORK PHASE II
POST DESIGN SERVICES

CONTRACT NO. 001292

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 13th day of June 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and VANASSE HANGEN BRUSTLIN, INC. (the “Consultant”).

WITNESSETH:

WHEREAS, CFX and the Consultant on October 12, 2017, entered into an Agreement whereby CFX retained the Consultant to furnish certain professional services in connection with the design of the fiber optic network phase II identified as Project 599-524; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the Consultant to proceed with Post Design Services as outlined in the Scope of Services dated April 2019 which is attached hereto and made a part of this Supplemental Agreement. and,
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 the original Agreement 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 Consultant’s correspondence to CFX dated April 18, 2019. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$94,982.67

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant’s waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

VANASSE HANGEN BRUSTLIN, INC.

By: _____

Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

Exhibit “A”
Scope of Services

Professional Engineering Design Services

**Systemwide Fiber Optic Network Upgrade Phase II
Project**

Contract 001292; Project No. 599-524

Supplemental Agreement No. 1

Scope of Services

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

April 2019

Exhibit "A"

Project 599-524
Systemwide Fiber Optic Network Upgrade Phase II
Section Engineer Post-Design Scope of Services (Section 4.23)

4.23 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 local 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, special provisions and all Request for Information (RFI's).
- 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.
- d) Review bid of successful proposer to identify unbalanced bid items. Document results of the review in a memo to the Deputy Executive Director.
- e) Attend progress meetings as necessary up to a maximum of (4) meetings to discuss project construction process.
- f) Testing phase support services.

C. Pre-bid Conference

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned CFX Resident Construction Engineer to discuss the plans and details. The Section Engineer 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 CFX 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 Section Engineer will periodically visit the project site to observe the progress of construction. This visit will not take the place of formal construction inspection by the 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 FON elements. This work will include the review of 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 Section Engineer will also attend progress / coordination meetings as requested by CFX including, but not limited to, the pre-construction and Notice to Proceed meetings.

J. Bridge Load Ratings

N/A

K. Geotechnical Engineering

N/A

L. Utilities

N/A

M. Preparation of Record Drawings

The Consultant shall prepare record drawings in CADD format from redlines provided by the CEI. This work does not include field reviews or providing signed and sealed final drawings. Additionally, maintenance plans will be developed for use by CFX staff in maintaining the system which will include IP address information for all devices and color coding the devices based on which fiber strands they are connected to.

N. Testing Phase Support Services

The consultant shall witness and document the testing phase of the network upgrade project as needed during construction.

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
VANASSE HANGEN BRUSTLIN, INC.**

FIBER OPTIC NETWORK PHASE II

CONTRACT NO. 001292, PROJECT NO. 599-524

**CONTRACT DATE: OCTOBER 12, 2017
CONTRACT AMOUNT: \$425,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

FIBER OPTIC NETWORK PHASE II

DESIGN SERVICES

CONTRACT NO. 001292, PROJECT NO. 599-524

OCTOBER 2017

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	

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

THIS AGREEMENT, made and entered into this 12th day of October, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and 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 East 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 Manager of Traffic Operations or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of the Fiber Optic Network Phase II identified as Project No.599-524 and Contract No. 001292.

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two 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.

WBQ Design and Engineering, Inc.

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

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

designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

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.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B,"** Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$425,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and

for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 East 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 obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and

made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with Exhibit "B" for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The

ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement. The CONSULTANT shall indemnify and hold harmless CFX and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

15.0 THIRD PARTY BENEFICIARY

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

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its

equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

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

21.0 CONFLICT OF INTEREST

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

During the term of this Agreement:

The CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

24.0 INTEGRATION

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

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

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

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

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

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

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

To CFX: Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807
 Attn: Chief of Infrastructure

Project No. 599-524
Contract No. 001292

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

To CONSULTANT: Vanasse Hangen Brustlin, Inc.
225 East Robinson Street, Suite 300
Orlando, FL., 32801
Attn: Joe Perri

Vanasse Hangen Brustlin, Inc.
225 East Robinson Street, Suite 300
Orlando, FL., 32801
Attn: Dave Muholland, P.E.

30.0 GOVERNING LAW AND VENUE

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

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart

[SIGNATURES TO FOLLOW]

Project No. 599-524
Contract No. 001292


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 October 12, 2017.

VANASSE HANGEN BRUSTLIN, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

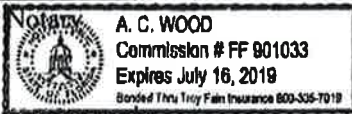
BY: 
Director of Procurement

Print Name: Paul W. Yergain

Print Name: Dawneth Williams

Title: Managing Director

ATTEST:  (Seal)
Secretary or



Approved as to form and execution, only.


General Counsel for CFX

2018 APR 11 PM 1:43

Exhibit “A”
Scope of Services

Professional Engineering Design Services

**Contract 599-524: Intelligent Transportation System
ITS Network Upgrade – Phase 2**

Scope of Services

Prepared by



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



Central Florida Expressway Authority

March 2017

1.0 GENERAL

1.1 OVERVIEW AND PROJECT BACKGROUND

The Central Florida Expressway Authority (CFX), in an effort to deliver on its Three Year Strategic Plan has decided to take a system engineering approach to meet mission objectives and arrive at a final fiber optic network system design. Part of this strategy is upgrading the Intelligent Transportation System (ITS) fiber optic network (FON) to deliver a world class mobility system that will deliver integrated solutions to support commerce, safety and quality of life for CFX's customers. CFX has identified the need for expanding the current fiber optic network's capability, scalability and failsafe measures for short term best practices and long term growth and efficiency. This proposed topology will improve data transmission reliability and robustness to the ITS roadside operational equipment in addition to eliminating single points of failure, effectively reducing network outages. The designer of this project shall be tasked to utilize the 72-count single mode fiber optic feeder cables to meet an architecture plan designed and approved by CFX. All rings within the system architecture that feed back to a layer 3 router shall utilize all 12 fibers within the selected buffer and shall design a "daisy-chain" fiber allocation in which each layer 2 managed field Ethernet switch shall be sequentially connected at every sixth location throughout the ring. In turn, each sequential fiber pair shall also follow the same order so that every sixth switch shall rotate through each same fiber strand pair in a similar sequential order.

It shall be the Designers responsibility to conduct a system-wide analysis of the existing FON and review and identify specific requirements/components necessary to complete the Phase 2 ITS Network Upgrade deployment along all existing CFX roadways except for the Wekiva Parkway Extension, which will be completed by others.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Redesign each of the existing ITS network device rings for optimum bandwidth with little to no latency when transmitting between the edge devices, the core network or end users.
- Design each ITS network device rings to have a minimum of two (2) connections to two different existing mainline routers to ensure redundant data transmission in the event of a severed optical cable or device power failure.
- Each existing ITS network device connections shall be divided into a total of six (6) physical network segments in a daisy-chained fashion with an approximate fifteen (15) devices maximum per segment.
- Design, research, and communicate with CFX ITS staff or approved designee to determine necessary fiber allocation for the Edge network. Field visits to sites including manhole access shall be required. Field visits are minimized to the locations in which the drop cables are being replaced with a maximum of 100 locations being identified.
- Develop optical circuits for a point-to-point routed links for Virtual Router Redundant Protocol (VRRP) and Ethernet Access Packet Switching (EAPS) protocol.
- Develop proper network and fiber documentation to illustrate proposed design (i.e. overall network design topologies, splice diagrams and ITS device port assignments)
- Coordination meetings with CFX Staff, CFX Network Integration Staff and the General Systems Consultant (GSC).
- Provide proposed network topology and splicing diagrams for all existing ITS device locations.

- Relocate existing drop cables connecting to ITS equipment from the backbone cable to the feed cable and fusion splice the backbone cable at those locations to allow the fiber to express through.

1.2 PROJECT DESCRIPTION

CFX requires professional design services to support the deployment of ITS Components on the Phase 2 ITS Network Upgrade project. These requirements are described in detail below.

The designer shall coordinate with the ITS staff to discuss the agreed upon design for the core network which includes CFX ITS two (2) existing Extreme Networks Black Diamond 8806 routers that are currently located at CFX Headquarters Building and the Hiwassee Data Center. These routers make up CFX ITS core network. In addition to the core network, CFX Staff has also determined an overall logical design for the aggregate network which includes the Extreme X460 Layer 3 switches located at each toll plaza as well as the Edge Layer 2 switches located throughout CFX infrastructure. The design for the Edge network shall be required to ensure the fiber design meets the requirements for additional rings as shown in the concept design. The designer shall in coordination with CFX staff, determine, document and illustrate necessary fiber allocation for the Edge network within the plan documentation. The concept network documents are provided within Appendix A for reference. Designer shall be required to develop a final design and obtain final design approval by CFX ITS Network Engineering staff.

The scope of this project includes the complete site design of all ITS device cabinets and ITS network components to provide network redundancy and to optimize ITS device data transmission.

Unless otherwise directed, all devices shall be connected to CFX fiber optic network using redundant data paths.

2.1 SERVICES PROVIDED

This Scope of Services shall require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Provide Detailed Production Schedule including Stakeholder Meetings as needed
- System-wide Construction Plans
- Construction Cost Estimate

2.1 PROVIDE DETAILED PRODUCTION SCHEDULE

- Schedule Design Kickoff Meeting with CFX and Stakeholders
- Propose Production Delivery Schedule (See Requirements Section 3.3 Project Management and Coordination)
- Propose Meeting Frequency after consulting with CFX and the GSC
- Propose Post - Design Services Support
- Submit a Design Quality Assurance/Quality Control Plan (See Requirements Section 3.2 Quality Control)

3.1 SYSTEM CONSTRUCTION PLANS

System construction plans are required for this Project. The Designer shall prepare system construction plans utilizing schematic plans for the splicing and aerial rasters and/or topographic electronic files provided by CFX as the base map for those locations requiring drop cable replacement work. The Designer shall superimpose the location of the existing fiber optic network conduit, derived from CFX Graphical Information System (GIS), on the aerial 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 obtain the updated design files and 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 provided final as-built documentation for recent construction projects and will field-verify the locations cited in section 1.1 during the design process. The Designer shall use and adapt as necessary Projects completed over the past five years and other standard plans, notes, and details to prepare the system construction plans.

The system construction plans shall be developed on roadway schematics not to scale with aerial plan sheets developed at those locations requiring the replacement of drop cables 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. The Designer shall display in the plans, all locations where fiber optic cable is being installed in existing or proposed conduit.

System construction plans shall include the following:

- Schematic Roadway geometry
- Rights-of-Way on aerial based plan sheets
- Existing FON location on schematic and FON facilities
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.) on the aerial plan sheets developed to replace the drop cables
- Existing Manhole/Pull box locations with splicing callouts
- Device layout
- Fiber count per conduit
- Communications interconnect
- Fiber cable splice details and schematic drawings showing the location where each of the details apply. Breakout details will be provided at Translateral locations where the typical detail does not apply (30 sheets max).
- Maintenance of traffic using standards and notes
- System Overview showing existing ITS device locations on a map
- Table of quantities
- Special notes

The Designer shall take the following information into consideration when developing the system construction plans:

- Safety of equipment maintenance personnel and the traveling public.
- Concurrent/future CFX projects.

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval of CFX. The 75% plans shall contain at a minimum the location of all fiber optic interconnect (including conduit, pull boxes, 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 shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. System 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 system construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All system construction plans shall be subject to CFX review and approval.

Construction plans shall show the locations of all associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

3.1 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 system construction plans and the inside-plant 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.

3.2 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project (See Section 2.1 *Services Provided*). 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 is to 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 shall be planned and scheduled to accomplish the required quality control. The plan shall 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 shall be reviewed to determine if it meets CFX's 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.

3.3 PROJECT MANAGEMENT AND COORDINATION

3.3.1 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 within 7 days of effected date.

3.3.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 210 calendar days:

- Notice to Proceed
- 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.

3.3.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer shall 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. CFX is to 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 shall 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.

3.3.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer are to 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's 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 system construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with CFX expansion project designers to resolve all conflicts and design issues.

3.4 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	0
Quality Control Plan	0
System Construction Plans	5
System Design Calculations	5
Construction Cost Estimate	5

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing.

3.5 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 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 within 5 days of such request.

3.6 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
- 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.

3.7 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:

- Fiber Optic Network Outside-Plant Electronic Plans on aerial raster
- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Standard Construction Specifications
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format
- As-Built Construction Plans for CFX Projects over the last five years in hard copy and microstation format
- Construction Plans for CFX Expansion projects currently approved for construction in hard

copy and microstation format

- Power Service Map in microstation format
- OSP Insight Database

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels shall vary with the design progress of each project.


CONSENT AGENDA ITEM

#30

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: May 17, 2019

SUBJECT: Approval of Contract Award to Traffic Control Devices, Inc. for
Dynamic Curve Warning System (DCWS) Pilot Project
Project 599-541, Contract No. 001465

An Invitation to Bid was advertised on February 10, 2019. Responses to the Invitation were received from two contractors by the March 3, 2019 deadline. The bids were rejected because of low responses to the Invitation. On April 7, 2019, CFX re-advertised the project. Responses to the invitation were received from two (2) contractors by the May 8, 2019 deadline. As required by the Procurement Procedures Manual, a discussion was held with the Manager of Traffic Operations to review CFX's options when less than three bids are received. Based on the discussion at the meeting, the decision was made to accept the bids since the re-bid did not result in additional responses, the bids were within the established tolerances, and there were no irregularities that would result in the bids being rejected. Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Traffic Control Devices, Inc.	\$315,315.00
2.	ION Electric LLC	\$341,019.72

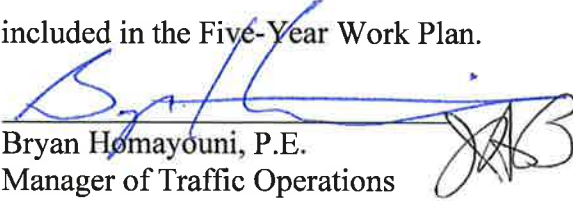
The Engineer's Estimate for this project is \$318,322.54 and \$269,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 599-541 has reviewed the low bid submitted by Traffic Control Devices, Inc. and determined that the low bid unit prices are not unbalanced.

This project consists of providing all labor, materials, equipment and incidentals necessary for deployment of a Dynamic Curve Warning System (DCWS) on SR 417 southbound off-ramp to SR 408 westbound.

The Procurement Department has evaluated the bids and has determined the bid from Traffic Control Devices, Inc. to be responsible and responsive to the bidding requirements. Board award of the contract to Traffic Control Devices, Inc. in the amount of \$315,315.00 is recommended.

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

Reviewed by: 
Bryan Homayouni, P.E.
Manager of Traffic Operations

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TRAFFIC CONTROL DEVICES, INC.**

**DYNAMIC CURVE WARNING SYSTEM (DCWS)
PILOT PROJECT**

**PROJECT 599-541
CONTRACT NO. 001465**

**CONTRACT DATE: JUNE 13, 2019
CONTRACT AMOUNT: \$315,315.00**

**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

DYNAMIC CURVE WARNING SYSTEM (DCWS) PILOT PROJECT

**PROJECT 599-541
CONTRACT NO. 001465**

JUNE 2019

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-143
	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-3
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-9
	(See Special Provisions Table of Contents for listing of each special provision.)	

Plans

CONTRACT

This Contract No. 001465 (the "Contract"), made this 13th day of June, 2019, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Traffic Control Devices, Inc., of 242 N. Westmonte Dr., Altamonte, FL., 32714-2404, 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 599-541, Dynamic Curve Warning System (DCWS) Pilot Project, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 215 calendar days. The Contract Amount is \$315,315.00. This Contract was awarded by the Governing Board of CFX at its meeting on June 13, 2019.

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: _____

TRAFFIC CONTROL DEVICES, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

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	100
6.4.1	
6.4.2	
6.4.3	
6.4.4	
6.4.5	
6.4.6	
6.4.7	
6.4.8	
6.4.9	
6.4.10	
6.5	104
6.6	104
6.6.1	
6.6.2	
6.6.3	
6.6.4	
6.7	105
6.7.1	
6.7.2	
6.7.3	
6.8	108
6.8.1	
6.9	109
6.9.1	
6.9.2	
6.9.3	
6.10	111
6.10.1	
6.10.2	
6.10.3	
6.10.4	
6.10.5	
6.10.6	
6.11	112
6.12	112
6.13	112

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 7 - Measurement and Payment	113
7.1 Measurement of Quantities	113
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	114
7.2.1 Items Included in Payment	
7.2.2 Non-Duplication of Payment	
7.3 Compensation for Altered Quantities	114
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	117
7.4.1 Method of Payment	
7.4.2 Records	
7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5 Deleted Work	120
7.6 Partial Payments	120
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	124
7.7.1 General	
7.7.2 Non-Commercial Materials	
7.8 Disputed Amounts Due Contractor	124
7.9 Acceptance and Final Payment	124
7.10 Offsetting Payments	126

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	127
8.1 General	127
8.2 Minority and Women Owned Businesses - Participation Objectives	128
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	133
Section 9 - Binding Arbitration	134
Section 10 – Partnering and Disputes Resolution	136
10.1 Disputes Resolution	136
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 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.

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 decrees 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 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. 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 subarticle.

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 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.
- 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.

(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 or 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
DYNAMIC CURVE WARNING SYSTEM (DCWS) PILOT PROJECT
PROJECT NO. 599-541, CONTRACT NO. 001465R

PROPOSAL OF

Traffic Control Devices, Inc.

(NAME)

242 N. Westmonte Drive, Altamonte Springs, FL 32714

(ADDRESS)

(407) 869-5300

(TELEPHONE NO.)

Submitted May 8, 2019

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. The examination of the Contract Documents and Site was conducted in accordance with Item 4., Examination of Contract Documents and Site of the Solicitation's Instructions to Bidders hereby incorporated herein by reference with the same force and effect as though fully set forth herein. 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 declare that we fully agree and shall comply with Item 8., Substitute and "Or-Equal" Items of the Solicitation's Instructions to Bidders hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

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 _____

Traffic Control Devices, 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 215 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 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.

*
*
*
*

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:

JOINT VENTURE:

Traffic Control Devices, Inc.
Principal (Bidder)

By: [Signature]
President or Vice President

Attest: [Signature]
Secretary (or Assistant Secretary)
David KWIHEK

(Affix
Corporate
Seal)

Principal (Bidder)

By: _____
Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS:

PARTNERSHIP:

Principal (Bidder)

Principal (Bidder)

Signature: _____
Individual or Owner

Signature: (1) _____
Co-Partner or General Partner

Witness: _____

Signature: (2) _____
Co-Partner or General Partner

Witness: _____

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
DYNAMIC CURVE WARNING SYSTEM (DCWS) PILOT PROJECT
PROJECT NO. 599-541, CONTRACT NO. 001465R

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 Suminole
Before me, the undersigned authority, personally appeared Gregory
Scockman, who being
duly sworn, deposes and says he is President
Traffic (Title)
of Control Devices, Inc. of Altamonte Springs, FL
(Firm) (City and State)

the bidder submitting the attached Proposal for the work covered by CFX Project No. 599-541 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

Traffic Control Devices, Inc.
(Bidder)
By: Gregory Scockman
Title: President

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9th day of May, 2019

by Gregory S Cockman as President
(Name of Officer or agent, title of officer or agent)

of Traffic Control Devices, Inc.
(Name of Corporation acknowledging)

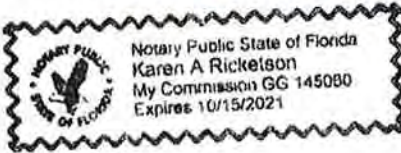
a Florida corporation, on behalf of the corporation He she is
(State or place of incorporation)

personally known to me or has produced n/a
(Type of identification)

as identification and did (did not) take an oath.

Karen A. Ricketson Notary Public, Commission No GG145060

Karen A. Ricketson (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: Traffic Control Devices, Inc.

CFX Project No.: 599-541 Contract Amount \$ 315,315.00

Grand Total Anticipated Sublet \$ 37,560.00

D/M/WBE Subcontractors (Name Only)	\$ Amount for Objective
Flashrite, Inc.	\$12,000.00

Total Dollar Amount for D/M/WBE Participation Objective \$ 12,000.00

D/M/WBE Percentage of Total Project 3.8 %
 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 \$ 12,000.00 % 3.8

Date 5/9/19 APPROVED [Signature] DISAPPROVED _____

**Central Florida Expressway Authority
D/M/WBE Utilization Form**


Prime Contractor: Traffic Control Devices, Inc.
 CFX Project No.: 599-541 - Dynamic Curve Warning System (DCWS) Pilot Project

D/M/WBE Subcontractor

Name of Company: Flash-Rite, Inc.
 Address: 115 Atlantic Drive
Maitland, FL 32751
 Phone: (407) 834-0408 Contact Person: Lisa Metcalf

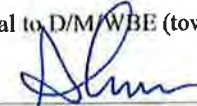
(CFX must be able to reach the D/M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
102-1	Maintenance of Traffic - Lane Closures


 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 \$ 12,000.00
 Total to D/M/WBE (toward Participation Objective) \$ 12,000.00


 Gregory S. Cockman, President
 Signature/Title of Prime Contractor's Representative

D/M/WBE Certified by: _____

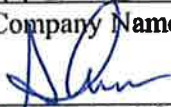
COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

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.

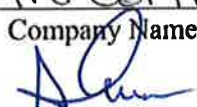
The undersigned further acknowledges that it has read the CFX Code of Ethics, a copy of which is available on the CFX web site at www.CFXway.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Traffic Control Devices, Inc
Company Name
By: 
Gregory S Cockman,
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.

Traffic Control Devices, Inc.
Company Name
By: 
Gregory S. Cockman,
Title: President


(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**CONSENT AGENDA ITEM
#31**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 24, 2019

SUBJECT: Approval of Contract Award to Precision Contracting Services, Inc.
for Network Phase II Project
Project 599-524, Contract No. 001466

An Invitation to Bid for the referenced project was advertised on March 24, 2019. Responses to the invitation were received from three (3) contractors by the April 24, 2019 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Precision Contracting Services, Inc.	\$1,289,307.25
2.	Contact Network LLC d/b/a Inline	\$1,516,652.94
3.	Traffic Control Devices, Inc.	\$1,634,634.00


The Engineer's Estimate for this project is \$2,868,861.73 and \$1,820,000.00 was approved in the Five-Year Work Plan.

This project is a continuation of efforts to improve the existing fiber optic network throughout the CFX system. The Network Phase II Project includes systemwide fiber splicing and equipment configuration updates.

The Engineer of Record for Project 599-524 has reviewed the low bid submitted by Precision Contracting Services, 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 Precision Contracting Services, Inc. to be responsible and responsive to the bidding requirements. Board award of the contract to Precision Contracting Services, Inc. in the amount of \$1,289,307.25 is recommended.

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

Reviewed by: 
Bryan Homayouni, P.E.
Manager of Traffic Operations

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
PRECISION CONTRACTING SERVICES, INC.**

NETWORK PHASE II PROJECT

**PROJECT NO. 599-524
CONTRACT NO. 001466**

**CONTRACT DATE: JUNE 13, 2019
CONTRACT AMOUNT: \$1,289,307.25**

**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

NETWORK PHASE II PROJECT

**PROJECT NO. 599-524
CONTRACT NO. 001466**

JUNE 2019

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 6
GS	GENERAL SPECIFICATIONS	GS-1 to GS-143
	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-3
----	--------------------------	--------------

(See Technical Specifications Table of Contents for listing of individual specifications sections.)

SP	SPECIAL PROVISIONS	SP-1 to SP-10
----	--------------------	---------------

(See Special Provisions Table of Contents for listing of each special provision.)

Addendum No. 1

Plans

CONTRACT

This Contract No. 001466 (the "Contract"), made this 13th day of June 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Precision Contracting Services, Inc., of 15834 Guild Court, Jupiter, FL. 33478, 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 599-524, Network Phase II Project, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 365 calendar days. The Contract Amount is \$1,289,307.25. This Contract was awarded by the Governing Board of CFX at its meeting on June 13, 2019.

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: _____

PRECISION CONTRACTING SERVICES, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS April 29, 2019

This Pre-Award Meeting Memorandum ("Memorandum") for Systemwide Network Upgrade, CFX Project No. 599-524, is made and entered this 29th day of April 2019, 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 the apparent successful responsive and responsible bidder, Precision Contracting Services Inc. ("Contractor"), a Florida corporation with offices at 15834 Guild Ct, Jupiter, FL 33478, (Individually, Party and collectively, Parties).

WITNESSETH THAT:

WHEREAS, the CFX will enter into an agreement with the Contractor to construct Project No. 599-524 Systemwide Network Upgrade pursuant to the execution of this Memorandum;

WHEREAS, CFX has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Project No. 599-524 and the Contractor has agreed to provide such Services in accordance with its bid of April 24, 2019;

WHEREAS, the Services generally consists of the construction of fiber splice enclosures, fiber cable feeder and drop replacements, and resplice existing and proposed fiber optic cable along numerous corridors as shown on the Plans;

WHEREAS, the Contractor has demonstrated its qualification, capability and willingness to provide the Services;

NOW, THEREFORE, the Parties agree as follows:

1. PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

A meeting was held on April 29, 2019, between 9:30 a.m. and 10:30 a.m., in accordance with Article 3.4, Pre-Award Meeting, of the General Specifications. The purpose of the meeting was to address all questions or differences in interpretations of the documents, to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents (i.e., if the Contractor suspects or believes, based on the Contractor's prior experience or on the overall specifications, that a literal interpretation of one or more particular specifications does not accurately reflect what CFX wants or needs, then the Contractor should raise such issue at the pre-award meeting so the parties can reach agreement as to how the specification should be handled and whether any adjustments to the specification and/or bid price are appropriate), and to provide clarifications. The Contractor's key

personnel together with CFX's representatives, attended the meeting.

2. PROCEDURES

At the meeting, the Plans, Specifications and other Contract Documents which were used by the Contractor in preparing its bid were reviewed. Items that could be the cause of potential claims were identified and CFX will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

3. ITEMS DISCUSSED AND AGREED TO

- A. The Contractor acknowledged that they have reviewed the Bid Documents in detail. The Contractor stated that they have not identified any errors, omissions, or items of concern with the Bid Documents as it related to their bid and has agreed to proceed with the work in accordance with all the requirements outlined within these Bid Documents.
- B. The Contractor requested clarification as to why the plans do not provide splicing quantities at locations where work is required within existing patch panels. It was agreed to that any locations where this situation occurs will be paid as an overrun of 12 EA of Pay Item 633-141-7 Fiber Optic Fusion Splice.
- C. The Contractor and CFX agreed to a tentative Notice to Proceed date of June 3rd, 2019.
- D. The Contractor acknowledged and agreed to SP-2 requiring that the work reach Substantial Completion within 275 calendar days and that the work shall be completed and ready for Final Acceptance within 365 calendar days after the charging of Contract Time begins. The Contractor understands that CFX does not grant additional contract time due to weather days or holidays.
- E. The Contractor acknowledged that all ITS testing must be successfully completed prior to Substantial Completion being granted. Additionally, a successful 90 calendar day burn-in if required between the time the Project reaches Substantial Completion and before Final Acceptance is granted.
- F. The Contractor understands that all bid documents associated with their bid on this project must be placed in escrow, in accordance with SP-8, prior to the Contract becoming binding on CFX.
- G. The Contractor understands and agreed to the requirements of 600-104 Training for Fiber Optic Network bid item and that the training must be scheduled and performed before work on CFX's FON commences.
- H. The Contractor understands and agreed to the requirements of 603A-100 Continuous

Operations of Existing ITS Devices bid item. The Contractor understands that once they begin work on a network ring they will be responsible for all work on that ring until their work on that ring is complete.

- I. The Contractor understands and agreed to the requirements of 631-100/101 Fiber Optic Cable/Splice Housing Inventory bid items and that these inventories must be completed at locations shown in the plans and submitted to CFX and the EOR for review for all manholes within a network ring 30 days prior to splicing efforts in that ring.
- J. The Contractor understands and agreed to the requirements of the 681-100 Reprogramming of Device IP Addresses bid item and that they will be required to re-IP up to 2,500 devices as part of this project which will need to be coordinated with CFX on a LHUB by LHUB basis.

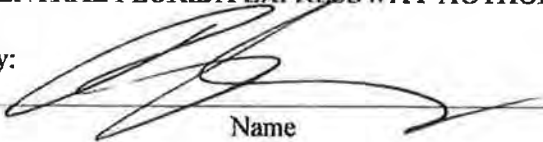
4. EXECUTION

It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between CFX and Contractor.

IN WITNESS WHEREOF, this agreement has been executed by CFX and the Contractor effective on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:


Name

Dir. Const.
Title



Witness

PRECISION CONTRACTING SERVICES (PCS)

By:


Name

President
Title


Witness

ATTACHMENT A
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Network Phase II Project
PROJECT NO. 599-524
PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

LIST OF ATTENDEES

April 29, 2019

NAME & COMPANY	ADDRESS	PHONE/FAX
1. David Boston, Metric Engineering	525 Technology Park, Lake Mary, FL 32746	407-908-8052
2. Andrea McCorkindale, Metric Engineering	525 Technology Park, Lake Mary, FL 32746	407-575-2049
3. Brent Dustin, Metric Engineering	525 Technology Park, Lake Mary, FL 32746	407-885-9120
4. Chirayu Amin, AECOM	150 N. Orange Ave, Ste. 200, Orlando, FL 32801	407-790-5667
5. Allen Ballard, PCS	1103 Crown Park Circle, Winter Garden, FL 34736	407-877-1900
6. Cindy Boyd, PCS	1103 Crown Park Circle, Winter Garden, FL 34736	407-877-1900
7. Rick Downer, Metric Engineering	525 Technology Park, Lake Mary, FL 32746	407-947-2250
8.		
9.		
10		
11.		

ATTACHMENT B
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Network Phase II Project
PROJECT NO. 599-524
PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS
April 29, 2019

INTRODUCTIONS – All individuals in attendance introduced themselves (See attached sign-in sheet for a list of individuals in attendance)

REVIEW TOPICS

1. **General Specifications, Technical Specifications and Special Provisions** – The Bid Documents were reviewed as part of the Pre-Award Meeting. Items discussed/clarified are outlined in Section 3 of the MOA above.
2. **Bid Blank Package** – All Bid Items were thoroughly reviewed. Particular bid items discussed/clarified are outlined in Section 3 of the MOA above.
3. **Maintenance of Traffic** – The Contractor understands that no U-turns or wrong way driving are allowed on CFX's system and that they are responsible for all tolls incurred during the construction of this project. The Contractor shall pay particular attention when working in the vicinity of CFX's wrong way driving vehicle detection systems to ensure the system is not triggered leading to a false activation due to their construction activities.
4. **Plans** – Any plan clarifications discussed are outlined in Section 3 of the MOA above.
5. **Addenda** – Responses to Contractor's Bid Questions

OTHER BUSINESS

1. **Notice-to-Proceed (NTP) Date** – June 3rd, 2019
2. **Schedule date for Pre-Construction Conference** – May 29th, 2019

EXECUTION OF MEMORANDUM

1. **Discussion of MOA execution** – Minutes from the Pre-Award Meeting will be documented in the MOA documented and become part of the Contract.

CLOSING REMARKS

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	100
6.4.1	
6.4.2	
6.4.3	
6.4.4	
6.4.5	
6.4.6	
6.4.7	
6.4.8	
6.4.9	
6.4.10	
6.5	104
6.6	104
6.6.1	
6.6.2	
6.6.3	
6.6.4	
6.7	105
6.7.1	
6.7.2	
6.7.3	
6.8	108
6.8.1	
6.9	109
6.9.1	
6.9.2	
6.9.3	
6.10	111
6.10.1	
6.10.2	
6.10.3	
6.10.4	
6.10.5	
6.10.6	
6.11	112
6.12	112
6.13	112

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS (Continued)

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 7 - Measurement and Payment	113
7.1 Measurement of Quantities	113
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	114
7.2.1 Items Included in Payment	
7.2.2 Non-Duplication of Payment	
7.3 Compensation for Altered Quantities	114
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	117
7.4.1 Method of Payment	
7.4.2 Records	
7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5 Deleted Work	120
7.6 Partial Payments	120
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	124
7.7.1 General	
7.7.2 Non-Commercial Materials	
7.8 Disputed Amounts Due Contractor	124
7.9 Acceptance and Final Payment	124
7.10 Offsetting Payments	126

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	127
8.1 General	127
8.2 Minority and Women Owned Businesses - Participation Objectives	128
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	133
Section 9 - Binding Arbitration	134
Section 10 – Partnering and Disputes Resolution	136
10.1 Disputes Resolution	136
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 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.

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@CFXWav.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 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. 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 subarticle.

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 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.
- 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.

(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 or 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
NETWORK PHASE II PROJECT
PROJECT 599-524; CONTRACT NO. 001466

PROPOSAL OF

Precision Contracting Services, Inc.

(NAME)

15834 Guild Court, Jupiter, FL 33478 (561) 743.9737

(ADDRESS)

(TELEPHONE NO.)

Submitted 4-24-19

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. The examination of the Contract Documents and Site was conducted in accordance with Item 4., Examination of Contract Documents and Site of the Solicitation's Instructions to Bidders hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

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 declare that we fully agree and shall comply with Item 8., Substitute and "Or-Equal" Items of the Solicitation's Instructions to Bidders hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

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 4-17-19 Bidder and/or Representative Initial cb

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Prevision Contracting Services, Inc., Cindy Boyd, President
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 365 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.

*

*

*

*

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:

JOINT VENTURE:

Precision Contracting Services, Inc.
Principal (Bidder)

By: Cindy Boyd
President or Vice President Cindy Boyd

Attest: Sarah Boyd
Secretary (or Assistant Secretary) Sarah Boyd

(Affix
Corporate
Seal)

Principal (Bidder)

By: _____
Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS:

PARTNERSHIP:

Principal (Bidder)

Principal (Bidder)

Signature: _____
Individual or Owner

Signature: (1) _____
Co-Partner or General Partner

Witness: _____

Signature: (2) _____
Co-Partner or General Partner

Witness: _____

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
NETWORK PHASE II PROJECT
PROJECT 599-524; CONTRACT NO. 001466

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 Palm Beach

Before me, the undersigned authority, personally appeared Cindy Boyd, who being

duly sworn, deposes and says he is President

of Precision Contracting Services, Inc. (Firm) Jupiter, Florida (City and State)
(Title)

the bidder submitting the attached Proposal for the work covered by CFX Project 599-524 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

Precision Contracting Services, Inc.

By: Cindy Boyd (Bidder)

Title: President

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 4-18-19,
(Date)

by Cindy Boyd, President
(Name of Officer or agent, title of officer or agent)

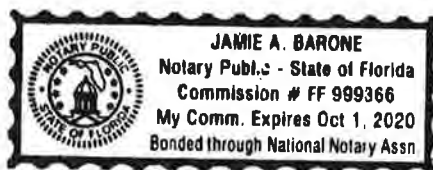
of Precision Contracting Services, Inc.
(Name of Corporation acknowledging)

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.

Jamie A. Barone Notary Public, Commission No. FF 999366
Jamie A. Barone (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: Precision Contracting Services, Inc.

CFX Project: 599-524, Cont # 1466 Contract Amount \$ _____

Grand Total Anticipated Sublet \$ _____

** Precision Contracting Svc., Inc. is FDOT DBE Certified.*

D/M/WBE Subcontractors (Name Only)	\$ Amount for Objective

Total Dollar Amount for D/M/WBE Participation Objective \$ _____

D/M/WBE Percentage of Total Project _____ %

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: Precision Contracting Services, Inc.
 CFX Project: 599-524, CFX Contract # 001466

D/M/WBE Subcontractor
 Name of Company: Precision Contracting Services, Inc.
 Address: 15834 Guild Ct., Jupiter, FL 33478
 Phone: (561) 743-9737 Contact Person: Cindy Boyd

(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)

Cindy Boyd
 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 \$ _____
 Total to D/M/WBE (toward Participation Objective) \$ _____

Cindy Boyd, President
 Signature/Title of Prime Contractor's Representative Cindy Boyd, President

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.

Precision Contracting Services, Inc.
Company Name

By: Cindy Boyd Cindy Boyd
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.

Precision Contracting Services, Inc.
Company Name

By: Cindy Bold

Title: CINDY BOLD, President

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)


CONSENT AGENDA ITEM

#32

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 4, 2019

SUBJECT: Authorization to Execute Cooperative Purchase Agreement with Microsoft Corporation
Contract No. 001552

Board authorization is requested to execute an agreement with Microsoft Corporation in the amount of \$6,897,695.00 for two years to enhance CFX's Customer Resource Management (CRM) software and capabilities. This is the first phase of a multi-phase process that will subsequently modernize all elements of CFX's toll operations software.

This will be a cooperative purchase (piggyback) agreement based on a contract between the State of Florida Department of Management Services and Microsoft Corporation, Florida State Contract Number 43230000-15-01 for development, installation and configuration of Microsoft Dynamics software which will allow CFX to take advantage of the favorable bid prices received by the State of Florida Department of Management Services.

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

Reviewed by: 
Jim Greer
Chief Technology & Operating Officer

**Microsoft Consulting Services Agreement
(Work Order)**

(For Microsoft Internal Purposes Only) MCS (SLG WO Fixed-Price) - (Public Sector)	Work Order Number: GRQJ191-216660-2503031
	Project Code: 7-S2NF6J5SM
	Client ID: U6914902
	Client Type: Strategic
	Vertical Industry: SLG
Customer Purchase Order Number:	

This work order is entered into utilizing Florida State Contract Number 43230000-15-01, also referred to as Microsoft Premier Support and Consulting Services Agreement (the "agreement") effective as of January 12, 2017, by and between the State of Florida Department of Management Services and Microsoft Corporation ("we," "us," "our," or "**Microsoft**"). **A true and correct copy of the agreement (hereinafter, "State Contract") is attached hereto as Exhibit 2, along with Exhibits 1, 2A, 2B, 2C and 3.** As an "Authorized User" of the State of Florida, Central Florida Expressway Authority is permitted to utilize the agreement and enter into Work Orders with us. Central Florida Expressway Authority is referred to as "you," "your," or "CFX" in this Work Order. The terms of the agreement are incorporated herein by this reference **subject to the following amendments:**

1. **"State of Florida, Department of Management Services" will be replaced with "CFX."**
2. **On page 1 of in the State Term Contract, paragraph II entitled "Contract" shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:**
 - b) Exhibit B: ~~Contract Forms Deliverable Acceptance Form, Project Change Request Form, Dynamics 365 Technical Design Document, and Functional Design Document~~**
3. **In Section 3.6 of the State Term Contract, "Legislature" will be replaced with "CFX Board."**
4. **Sections 3.7 (Transaction Fees) and 6.7 (Ombudsman) of the State Term Contract shall be deleted.**
5. **In the State Term Contract, the term "State of Florida's Chief Financial Officer" shall be replaced with "CFX's Chief Financial Officer."**
6. **Insurance. At all times when we will be performing services on your premises, we will have the following insurance coverage:**

- a. **Commercial General Liability covering bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence;**
- b. **Workers' Compensation (or maintenance of a legally permitted and governmentally approved program of self-insurance) covering our employees under applicable workers' compensation laws for work-related injuries suffered by our employees;**
- c. **Employer's Liability with limits of not less than \$1,000,000 each accident; and**
- d. **Software Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions in the performance of this agreement, with a limit of not less than \$2,000,000 each claim.**

We will provide you with certificates of insurance evidencing this coverage on request.

Any terms not otherwise defined herein will assume the meanings set forth in the agreement. This work order is comprised of this cover page and the work order terms below, which are incorporated herein by this reference.

<i>Customer Invoice Information</i>			
Name of Customer	Central Florida Expressway Authority	A/P Contact Name (This person receives invoices under this work order.) Jim Greer	
Street Address	4974 ORL Tower Road	Contact E-mail Address	jim.greer@cfxway.com
City	Orlando	State/Province	Phone (407) 690-5164
		FL	
Country	USA	Postal Code	Fax
		32807	
<i>Invoicing</i>			
We will invoice you according to the agreed upon payment schedule for milestones successfully completed and approved (per the terms of this Agreement) during the previous period. Our invoices for payment will be directed to your representative for payment at the address shown above.			
Source to confirm Per Diem limits – hotel, rental car, meals, etc. (if applicable):			
Contact Name:	Contact E-mail address:	Contact phone No.:	
Web site address:			
<i>Period of Performance</i>			
Services under this work order will commence on or around the Effective Date herein. This work order will expire on June 30, 2021 . In order for us to continue work after the expiration date, you and we must agree in writing to a new work order or an amendment to this work order identifying the new expiration date and any other terms upon which you and we agree.			
Payments to Microsoft should be made to the following, include reference to our invoice number: By Check: Microsoft Enterprise Services, P.O. Box 844510, Dallas, TX 75284-4510, or if by overnight delivery, Microsoft Enterprise Services, Lockbox #844510, 1401 Elm Street, Fifth Floor, Dallas, TX 75202 By Wire: Microsoft Enterprise Services #844510, Acct 3750825354/ ABA#0260-0959-3, Bank of America, N.A.			

By ACH: Microsoft Enterprise Services, Acct#3750825354/ ABA#11100001-2, Bank of America, N.A.

Attachments required with Invoice (Status Reports/Time /Expense Breakouts, Other):

<i>Place of Performance/Project Point of Contact(Customer Satisfaction Contact)</i>				
Name of Customer	Central Florida Expressway Authority	Project leader	Jim Greer	
Street Address	4974 ORL Tower Rd	Contact E-mail Address	jim.greer@cfxway.com	
City	Orlando	State/Province FL	Phone	407-690-5164
Country	USA	Postal Code 32807	Fax	

By signing below the parties acknowledge and agree to be bound to the terms of the agreement and this work order.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print) Central Florida Expressway Authority	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print) David T. Gallagher
Title of person signing (please print)	Title of person signing (please print) Director of Contracts
Signature date	Signature Date

1. **Microsoft's Back-Office Architecture and Design Project Report.** *Previously, Microsoft responded to CFX's request for proposals for a Back-Office Architecture and Design Project and CFX accepted Microsoft's proposal. As a result, Microsoft conducted a complete review of CFX's existing Customer Resource Management system called "TRIMS" in order to prepare a proposal to replace CFX's existing TRIMS system with Microsoft products while maintaining all existing functionality. After a thorough investigation of CFX's existing TRIMS system, Microsoft delivered to CFX a Back-Office Architecture and Design Project Report ("Report") dated February 25, 2019 with a proposed Microsoft solution, which shall be referred to as "Microsoft's Solution."*

2. **Scope of services and deliverables.** *CFX agrees to compensate Microsoft for the successful delivery of Microsoft's Solution with the functionality that presently exists within the CFX TRIMS application to service EPASS customers, in return for a sum not to exceed \$6,897,525.00. We will perform for you, the services described in the Statement of Work ("SOW") attached hereto as Exhibit "1" including the designing, furnishing installing, testing, and implementation of Microsoft's Solution. To ensure the orderly progression of this project, the parties have agreed to project milestones. The project milestones are sequential. Prior to qualifying for payment on a subsequent project milestone, Microsoft must successfully complete all tasks within the prior project milestone subject to CFX's approval. CFX is not required to pay Microsoft for tasks in a subsequent milestone until all of the deliverables in the prior milestone have been completed.*

"Service deliverables" means computer code and related materials, other than fixes, we provide to you when performing services. The acceptance process that applies to the services **and deliverables** is set forth in Section 8 below. Most of the services will be performed at the place of performance identified on the cover page or at such other facility as you specify in writing. Some services may be performed off-site at our facilities. All off-site services will be coordinated with your project leader for the services. Services performed off-site typically include activities not requiring direct communication with or participation from the customer such as: documentation, internal discussions with Microsoft resources, etc. Such services will be directly related to this scope and the defined deliverables.

A high-level description of each milestone is described in Section 5 below.

See SOW attached hereto as Exhibit "1" for a more detailed description of Services and deliverables to be provided within each project milestone.

3. **Customer responsibilities.**
 - a. **General.** In addition to your obligations set forth in the agreement and elsewhere in this work order, you will provide the following, at your expense:
 - (1) access to and the right to use your facilities reasonably necessary for us to perform the services, including office space, telephones, internet access, computing systems and other IT infrastructure;
 - (2) access to and copies of relevant technical information or other project related information that is timely, current, accurate, and complete;

- (3) provision of all your and third party products or services with all necessary consents and licenses for us to use under this work order which are not specifically identified in this work order as being provided by us but which are necessary for successful delivery of the services;
 - (4) access to and sufficient time with your technical, management and other personnel necessary for our performance of the services;
 - (5) systems or programs upon which the service deliverables depend that do not change during the term of this work order (except as may be agreed to in a change order); and
 - (6) any other responsibilities or duties that are generally a customer's responsibility in similar engagements; and
 - (7) all commercial product that is necessary for use of the service deliverable.
- b. Reliance on instructions. In performing our obligations under this work order, we will rely upon any instructions, authorizations, approvals or other information provided to us by your project leader or by any other personnel identified by your project leader.
4. Assumptions and dependencies. In addition to any assumptions and dependencies set forth in the agreement and elsewhere in this work order, our ability to perform is based on the following assumptions and dependencies: (1) the working hours of this project will be between 8:00 AM and 6:00 PM Monday through Friday, except for scheduled holidays of your facility; (2) conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this work order may affect scope, schedule, services deliverables, and fees; and (3) any dates and terms of delivery set out in this work order are based on the information available to us as of the date of this work order.
5. Project management. Each party shall appoint and identify to the other party a project manager who shall be the person responsible on behalf of such party for the administration of this work order. Each party agrees to provide written notice to the other party if a successor project manager is subsequently appointed. The project managers or any other necessary personnel will meet as needed. The project managers and any successors will have the authority to make decisions with respect to actions to be taken under this work order and provide technical direction to us in performing the services.
6. Fees. ***Upon the successful completion of each Phase, you will pay the fixed fee prices, as set forth below. These fixed fee prices do not include fees for products and expenses shall be billed as actuals. Specifically, we will invoice you the fixed fee upon successful completion and acceptance of all tasks in the first project milestone and, thereafter, upon successful completion and acceptance of all tasks in the next project milestone, according to the sequential project milestones listed below. Unless otherwise specified in the invoice, you will pay us within thirty (30) calendar days of the receipt of date of our invoice and upon confirmation by CFX that the work has been successfully completed as provided in the Florida Prompt Payment Act. Again, the project milestones are sequential. All tasks and deliverables for the preceding project milestone must be met and approved before payment is allowed on a subsequent milestone.***

Fixed Fee Breakout Invoicing Schedule

Toll Operations Systems (TOS) Modernization – Phase I (Prepaid Customers)

Phase	Estimated Completion Date	Milestone	Payment	%	Total %	Total Estimated Hours	Labor Categories Used
1	June 29, 2019	Project Kickoff Meeting Complete: <ul style="list-style-type: none"> Staff assignments submitted to CFX Phase Complete upon acceptance by CFX 	\$ 689,769.50	10%	10%	500	Account Delivery Executive, Project Manager, Solution Architect, Consultant
2	July 29, 2019	Project Initiation Planning Complete <ul style="list-style-type: none"> Project Plan submitted to CFX Phase Complete upon acceptance by CFX 	\$ 344,884.75	5%	15%	900	Account Delivery Executive, Project Manager, Solution Architect, Consultant
3	August 29, 2019	Solution Modeling Complete <ul style="list-style-type: none"> Business Requirement & Functional Design Docs submitted to CFX Phase Complete upon acceptance by CFX 	\$ 689,769.50	10%	25%	9,500	Account Delivery Executive, Project Manager, Solution Architect, Consultant, Delivery Consultant, Senior Consultant
4	November 29, 2019	Build Complete <ul style="list-style-type: none"> All business requirements functionally complete in the system. Hand-off to curriculum development Phase Complete upon acceptance by CFX 	\$1,379,539.00	20%	45%	9,500	Account Delivery Executive, Project Manager, Solution Architect, Consultant, Delivery Consultant, Senior Consultant
5	December 29, 2019	Solution Testing Complete <ul style="list-style-type: none"> All S1 & S2 defects resolved Phase Complete acceptance by CFX 	\$1,379,539.00	20%	65%	6,500	Account Delivery Executive, Project Manager, Solution Architect, Consultant, Delivery Consultant, Senior Consultant
6	January 29, 2020	Deployment Complete <ul style="list-style-type: none"> System live with full production operations Phase Complete upon acceptance by CFX 	\$1,034,654.25	15%	80%	2,500	Account Delivery Executive, Project Manager, Solution Architect, Consultant, Delivery Consultant, Senior Consultant
7	February 29, 2020	Support Transition Complete <ul style="list-style-type: none"> All support processes Phase Complete upon acceptance by CFX 	\$ 689,769.50	10%	90%	2,300	Account Delivery Executive, Project Manager, Solution Architect,

							Consultant, Delivery Consultant, Senior Consultant
8	March 31, 2020	Final System Acceptance <ul style="list-style-type: none"> All S1 & S2 defects resolved. Phase Complete (Operation) upon acceptance by CFX 	\$ 689,599.50	10%	100%	2,500	Account Delivery Executive, Project Manager, Solution Architect, Consultant, Delivery Consultant, Senior Consultant
		Not-to-Exceed Amount	\$ 6,897,525.00				

NOTE: This Work Order is presented as a Fixed Price Contract. The services component of these fixed price amounts is equal to the “Published Hourly Rates” from Microsoft’s Public-Sector Services Published Price List (where there are no discounts) for FY19 (attached hereto as Exhibit “3”). Due to the nature of this type of fee arrangement, Microsoft will be subject to additional risks in completing the stated deliverables at the costs outlined in the milestone payment chart shown above. CFX, however, will be shielded from cost overruns, as frequently possible with time and material engagements. As the pricing methodology used by Microsoft in calculating firm fixed prices is proprietary, other than what is shown in the chart (a breakdown of labor categories used across the entire project and the total amount of estimated hours), Microsoft cannot disclose any further cost or pricing data. Given milestones are firm fixed price (and is inclusive of labor, travel and expenses), the total level of effort for each milestone (Labor category and number of hours) are: (i) estimates only; (ii) provided for your evaluation and planning purposes only; and (iii) in no way conclusive of the hours that will actually be worked. In addition, this data does not reflect how Microsoft will invoice you or be paid by you. As such, the parties hereto agree that Microsoft shall be paid the total firm fixed price amount of the milestones as they are completed, regardless of the hours actually worked, upon submittal of an invoice by Microsoft that shows only the fixed price amount of the pending milestone (with no other pricing detail - i.e., rates or total hours).

7. **Commencement date.** Services under this work order will begin on or around the Effective Date, ***which is the last date of execution.*** The expiration date of this work order is **June 30, 2021**, or ***upon such*** later date, as agreed upon by the parties via Amendment.

8. Ownership and license.

- a. **Products and fixes.** All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.
- b. **Pre-existing work.** All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

- c. **Developments.** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.
- d. **Affiliates rights and sublicensing to affiliates.** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

- e. **Open source license restrictions.** Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a

manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

- f. **Reservation of Rights.** All rights not expressly granted in this section are reserved.

9. Acceptance of service deliverables; Solution acceptance; Program completion.

- a. ***During the program, Microsoft will submit certain deliverables for the Customer's review and approval. The deliverables which require formal acceptance will be specified in each project listed in this Work Order, the SOW, and the Exhibits. Within seven (7) business days of the date of submittal, the Customer is required to:***

- ***Accept the deliverable by signing, dating, and returning a service deliverable acceptance form attached as Exhibit "2.B", which can be sent by email, or by using (or partially using) the deliverable***

Or

- ***Reject the deliverable by notifying Microsoft in writing; the Customer must include a complete list of reasons for rejection.***

Review and acceptance of the solution or custom source code is based on completion and acceptance of UAT as described in the Testing and defect remediation section.

If a rejection notification is received, Microsoft will have ten (10) business days to correct problems with a deliverable that is in scope for the project (and documented in the SOW. If the service deliverable(s) is once again deemed unacceptable and thus rejected, CFX will again provide a consolidated list of items that fail to meet the agreed upon objective acceptance criteria. Upon rejection and receipt of comments, Microsoft will again have ten (10) business days to resubmit the service deliverable(s) with all appropriate corrections or modifications and requested revisions made and/or addressed. CFX agrees after Microsoft corrects all items described in the consolidated list, the service deliverable(s) shall be deemed accepted. If after the second round of corrections, the service deliverable(s) is still not deemed accepted, CFX and Microsoft agree to meet in a good faith effort to resolve the acceptance of the service deliverable(s). Problems that are outside the scope of this SOW will be addressed as a change request.

Partial Acceptance of deliverables with known defects may be granted and Microsoft acknowledges that those defects must be resolved prior to phase completion as per Section 5 Fees.

CFX's acceptance of deliverables does not constitute the acceptance or approval of deliverables that subsequently prevents the delivery of a fully

functional Microsoft Solution. As such, Microsoft agrees to resolve such reported defects in order to deliver a fully functional Microsoft Solution.

- b. Final system acceptance. Final system acceptance occurs after Microsoft's successful completion of each phase and delivery of a solution that maintains all of the existing functions in CFX's existing system and the minimum performance criteria, including the resolution of all S1 (showstopper defects) and S2 (defects that impacts business processes or decreases business efficiencies) defaults have been resolved and accepted by CFX.**
- c. Program completion or termination. The program will be considered complete or terminated when:**
- **Final system acceptance has occurred, or**
 - **The Work Order has been terminated for convenience or cause as set forth herein.**
- 10. Cure process. If a list of non-conformances is issued ("Punch List"), we will notify you, in writing, of our concurrence or objections within ten (10) days of receipt of such Punch List. We will have a commercially reasonable time to cure non-conformances ("Flaw"), but not longer than thirty (30) days, unless extended by mutual agreement. As part of the cure, Microsoft shall disclose in writing for each Flaw the following: (a) an explanation of the Flaw and its cause, if known; (b) a description of the tasks to be performed; (c) the amount of time required to cure the Flaw; (d) the resources required to cure the Flaw; (e) the test protocol to confirm the Flaw has been resolved; and (f) the amount of time and schedule within which the Flaw will be addressed.**

Within ten (10) days following the delivery of our notice that the Flaws have been corrected, you will have ten (10) days to confirm the Flaws have been resolved and (i) issue us a written notice of acceptance, or (ii) if you do not concur, you have the right to re-issue the notice to cure.

The project managers shall work together in good faith to resolve the dispute, with escalation to senior management for each party as necessary. **We are not obligated to provide any services until the dispute is resolved. CFX is not obligated to pay for any work that is not properly performed or deliverable that does not properly conform and will not be liable for any resulting delay,** provided such delays are not caused by CFX. The project schedule will be adjusted accordingly in the event a dispute causes a delay.

If the Flaws cannot be resolved, CFX has the right to terminate per Section 12 below.

11. Warranty for service deliverables. We warrant that the service deliverables will materially conform to the functional specifications, if any, at the time of your acceptance and for a period of sixty (60) days thereafter, provided you notify us in writing of any non-conformance within the sixty (60) day period. As our sole obligation and your exclusive remedy for breach of this warranty, we will, correct any material non-conformance in the service deliverables reported by you within the warranty period if commercially reasonable or refund the fees you paid us for the non-conforming service deliverables. If we investigate the claimed non-conformance and determine that the service deliverables conform, you will pay us for such investigative services at our then current published standard hourly rates ***provided that any such work is duly authorized and approved by CFX in writing in advance of such work.*** This warranty shall not apply if (i) the system(s) on which the service deliverables depend, is modified by you or a third party; (ii) is used improperly or (iii) if non-conformance is due to causes external to the services deliverable(s).

12. Termination.

Both parties shall have the right to terminate this work order for cause. A termination for cause is available only in response to an uncured, material breach by the other party.

Microsoft's Right to Terminate. If we exercise our right to terminate this work order due to your material breach or default, or you terminate this work order without cause, your obligation to pay us for services performed and expenses incurred prior to termination shall include the following:

- a. any amounts previously invoiced but unpaid ***for work properly performed and accepted by CFX;*** and
- b. ***a pro rata share of the current milestone payment for services properly performed through the termination date which have not been invoiced at our then current published hourly rate(s), which amount shall not exceed the milestone payment.***

Upon termination, CFX shall have joint ownership rights to all work in progress, provided Microsoft has been paid for such work. Upon payment, such work shall be turned over to CFX promptly by Microsoft.

CFX's Right to Terminate. ***If CFX's exercises its right to terminate this work order due to Microsoft's material breach or default, CFX will not be liable for any additional payments after the earlier of the date of the notice to cure or the effective date of the termination to Microsoft. Notwithstanding the prior sentence and subject to CFX's right to a refund, CFX shall still be responsible for the following:***

- a.** any amounts previously invoiced but unpaid for work properly performed and accepted by CFX; and
- b.** a pro rata share of the current milestone payment for services properly performed through the **earlier of the date of the notice to cure or termination date** which have not been invoiced at our then current published hourly rate(s), which amount shall not exceed the milestone payment.

CFX reserves the right to a refund from Microsoft of any amounts paid for any (i) services or deliverables which breaches a warranty or (ii) deliverable that is later determined to not meet the agreed-upon acceptance criteria prior to the completion of the project.

A default includes, but is not limited to, the following: (a) Microsoft fails to successfully complete the specified deliverables, tasks, and milestones within the agreed-upon time frame; (b) Microsoft fails to provide resolutions for all Flaws reported to Microsoft within the specified time; or (c) Microsoft fails to deliver a fully functional Microsoft Solution that meets or exceeds all of the existing requirements in TRIMS; or (d) Microsoft fails to provide any warranties stated in this agreement.

Microsoft agrees that in the event of any termination of this agreement for any reason, Microsoft shall fully cooperate with CFX in the transition of the Services to a new developer or integrator or other alternative, provided, however, that Microsoft will be compensated for all such transition assistance/services on an hourly basis at the rates specified in Microsoft's then current Published Pricelist (attached hereto as Exhibit "3"). Such cooperation shall include without limitation the delivery of a complete copy of the most recent version of the Microsoft Deliverables described in the SOW and associated documentation as required under this agreement, whether complete or not, for which Microsoft has been compensated hereunder

13. Change order process. During the program, either party can request modifications to the Services described in this SOW or the projects in the Exhibits section. These changes only take effect when the proposed change is agreed upon by both parties. The change management process steps are:

- **The change is documented: all change requests will be documented by Microsoft in a Microsoft change request form and submitted to the Customer. The change request form includes:**
 - **A description of the change.**
 - **The reason for the change.**
 - **The estimated effect of implementing the change, including but not limited to impacts to the implementation schedule, pending or prior deliverables, the cost, and the risk.**

- ***The change is submitted: the change request form will be provided to the Customer.***
- ***The change is accepted or rejected: the Customer has seven (7) business days to confirm the following to Microsoft:***
 - ***Acceptance—the Customer must sign and return change request form.***
 - ***Rejection—if the Customer does not want to proceed with the change or does not provide an approval within seven (7) business days, no changes will be performed.***

During the program, either party can request, in writing, additions, deletions, or modifications to the services described in this SOW (“change”). Approved changes will be managed through amendments to the agreement and could lead to additional costs and schedule impacts. We shall have no obligation to commence work in connection with any change until the details of the change are agreed upon in an amendment signed by the authorized signatories from both parties. Similarly, CFX is not responsible for payment of any work conducted outside of the approved scope of the project or approved change order. Microsoft will not be entitled to compensation for work that has not been properly authorized in writing by both parties.

- ***Change requests that do not involve an increase in cost, a delay in the implementation schedule, or any other material change to the agreement may be approved by CFX’s project manager in writing. Within seven (7) consecutive business days of receipt of the proposed amendment, you must either indicate acceptance of the proposed change by signing the amendment or advise us not to perform the change. If you advise us not to perform the change, we will proceed with the original agreed upon services only. In the absence of your acceptance or rejection within the previously noted time frame, we will not perform the proposed change.***
- ***Change requests that increase the cost to CFX, delay the implementation schedule, or propose a material change to the agreement must be in writing and be approved by CFX through a formal amendment to the agreement. Therefore, any such change requests are not subject to the seven (7)-day response time.***

14. Cost and pricing data. We will not, under any circumstances, accept work that would require the submission of cost and pricing data.

15. Personnel. ***The consulting and professional personnel provided by Microsoft shall be qualified and have the level of technical and application skills and***

industry experience necessary to successfully and efficiently perform their responsibilities. Microsoft will be responsible for performing a background check on any Microsoft staff required to work with CFX. Microsoft must provide copies of the resumes of the members of Microsoft's project team for CFX's final approval. Thereafter, if any personnel changes are requested, CFX will have final approval. Once approved, the individual members of Microsoft's project team shall be available to perform their duties for the duration of their respective duties under this agreement. Microsoft shall not replace any of the approved members of Microsoft's project team without written approval of CFX, which approval shall not be unreasonably withheld. CFX shall have the right to request that Microsoft replace any personnel working on CFX's site, including the Microsoft project manager, whom CFX deems, in its reasonable discretion, to be unfit or otherwise unsatisfactory in the performance of his/her services hereunder. In such event, CFX shall provide Microsoft with written notice of the unsatisfactory performance. If Microsoft is unable to resolve such personnel's alleged performance issues, CFX, in its sole discretion, may require that CONTRACTOR remove such individual. Replacement personnel shall have equivalent qualifications, experience, and knowledge of Microsoft's CRM.

16. Protection of CFX's Confidential Data. Neither Party shall disclose or be required to disclose customer account information to any person or entity for any purpose unless required by law. Neither Party shall, nor shall they allow their vendors, to sell or provide to any third party the customer data of CFX. Pursuant to section 338.155(6), Florida Statutes, certain personal identifying customer information in the possession of CFX is exempt from public disclosure under section 119.07(1), Florida Statutes, and Article I, Section 24 (a), of the Florida Constitution. Additionally, section 316.0777, Florida Statutes, provides that images and data containing or providing personal identifying information obtained through the use of an automated license plate recognition system is confidential and exempt from public disclosure under section 119.07(1), Florida Statutes, and Article I, Section 24(a), of the Florida Constitution. Subject to the requirements of Section 119.07, Florida Statutes, the Parties agree to implement any additional identity safeguards that are necessary to maintain CFX's compliance with Payment Card Industry standards. The Parties further acknowledge that certain information in possession of the Parties from time to time in connection with this Agreement may constitute sensitive security information that may be exempt and/or prohibited from public disclosure pursuant to federal or state laws including, without limitation Title 49, Part 1520 of the Code of Federal Regulations and Sections 331.22, 119.07(3)(d), and 281.301 of the Florida Statutes.

17. Microsoft and its subcontractors will not perform any of the services from outside of the United States, and Microsoft will not allow any of CFX's data to be sent by any medium, transmitted or accessed outside of the United States. In the event that Microsoft seeks to perform work outside of the United States,

Microsoft shall provide the identities of the specific individuals performing the work, their experience and qualifications, their location, and a detailed description of company employing them. After receipt of such information, CFX's Chief of Technology, or his designee, has the right, but not the obligation, to approve the use of such workers.

18. Priority. In the event of conflict among the contents of this agreement, they shall be construed in the following order of priority:

- a. **Amendments to this agreement**
- b. **The terms of this Work Order**
- c. **The terms in the State Contract**
- d. **The Statement of Work.**

19. Background Check. Prior to assigning any Microsoft employee whose work performance requires access to your business site or access to your data, network or non-public information to provide Services pursuant to this Agreement, Microsoft will conduct a background check consisting of a Social Security number trace and criminal record check. The criminal record check will include a seven (7) year felony and misdemeanor criminal records' check of federal, state and county records (as applicable). Microsoft shall not assign a Microsoft employee who has been convicted of a job-related felony in the last seven (7) years. Job-related felonies are determined by the nature and gravity of the offense or offenses, the time which has passed since the offense(s), and the nature of the work assignment. Job-related felonies include, but are not limited to, crimes of violence (e.g., murder, aggravated assault), crimes of fraud, sabotage, terrorism or theft (e.g., grand theft, grand larceny, and identity theft). Microsoft will provide a letter of certification from its Global Security Team advising that each assigned employee has successfully completed the background check."

Exhibits.

1. **Statement of Work**
2. **State Contract**
 - A. **General Contract Conditions**
 - B. **Deliverable Acceptance Form, Project Change Request Form, Dynamics 365 Technical Design Document, and Functional Design Document**
 - C. **Single Source No. 252-000-15-SS**
3. **Microsoft's Public-Sector Services FY 19 Published Price List**

EXHIBIT "1"

Toll Operations Systems (TOS) Modernization – Phase I (Prepaid Customers) Statement of Work

Exhibit A to WO# GRQJ191-216660-253031

Prepared for

Central Florida Expressway Authority (CFX)

Prepared by

Jerry Yang, Ph. D. – Solution Architect, Microsoft Services Cross Domain Delivery

Ed McGinn – Solution Architect, Microsoft Services

Date: 29 May 2019

Version: 1

1. Table of contents

- Introduction..... 1
- 1. Program approach..... 2
 - 1.1. Objectives..... 2
 - 1.2. Areas in scope..... 2
 - 1.3. Areas out of scope..... 5
- 2. Program approach, timeline, and deliverable acceptance 6
 - 2.1. Approach..... 6
 - 2.2. Program timeline 12
 - 2.3. Deliverable acceptance process and Performance Objectives 12
 - 2.4. Program governance..... 14
 - 2.5. Program completion..... 16
- 3. Program organization 16
 - 3.1. Program roles and responsibilities 16
- 4. Customer responsibilities and program assumptions..... 21
 - 4.1. Customer responsibilities 21
 - 4.2. Program assumptions 23
- 5. Workstream 1, Business Applications (Dynamics 365)..... 24
 - Introduction..... 24
 - 5.1. Objectives and scope 24
 - 5.2. Workstream scope..... 26
 - 5.3. Areas out of scope..... 40
 - 5.4. Workstream approach, timeline, and deliverable acceptance 42
 - 5.5. Workstream organization..... 50
 - 5.6. Workstream assumptions..... 55
 - 5.7. Tools..... 56
 - 5.8. Appendix 56
- 6. Workstream 2 Modern Applications, Data and AI 62
 - 6.1. Objectives..... 62
 - 6.2. Areas in scope..... 62
 - 6.3. Areas out of scope..... 67

6.4. Approach, deliverables and timeline..... 68

6.5. Workstream roles and responsibilities 75

6.6. Customer responsibilities and project assumptions 78

This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to Work Order GRQJ191-216660-253031 and describes the work to be performed (Services) by Microsoft ("us," "we") for **Central Florida Expressway Authority** ("CFX", "Customer," "you," "your") relating to the **Toll Operations Systems (TOS) Program**.

This SOW and the associated Work Order expire 30 days after their publication date, unless signed by both parties or formally extended in writing by Microsoft. This SOW, along with the individual workstreams described in the Exhibits section and the functionality in CFX's existing Customer Resource Management system called "TRIMS", provide a complete view of Microsoft's solution, referred to as Microsoft Dynamics 365 Customer Engagement and Microsoft Dynamics 365 Finance and Operations and the implementation program and do not stand in isolation.

Introduction

In a previous Request for Proposals process and evaluation, Microsoft evaluated CFX's existing TRIMS system and surrounding technology including its functional capabilities, processes and performance criteria, and generated a Back-Office Architecture and Design Project Proposal dated February 25, 2019 with a proposed Microsoft 3-phased solution.

The Toll Operations Systems (TOS) modernization program will adopt modern cloud technologies, which will build a strong foundation for further continuous innovation and improvement. By providing a modern, user-friendly interface that is both platform and device-agnostic across web access and mobile devices, CFX can meet the expectations of their customers both now and in the future as well as CFX's capacity and performance criteria. Tolling events must be accessed in real-time at high transaction volumes that can easily scale as volume and toll lanes increase. The Microsoft technical approach is phased to deliver value to the CFX stakeholders, while also evolving to an evergreen, stable, long-term world class solution that will provide modern capabilities, advanced analytics and predictive insights to optimize operations and exceptional customer experience.

Based on Microsoft's experience with projects of this magnitude we recommend a phased approach:

- Phase I. This phase focuses on preparing the cloud environment and moving account and financial information and functionality for Prepaid customers to Dynamics 365.
- Phase II. Phase II builds on the foundation established in Phase I and will move Post-pay customer information and balances and functionality to Dynamics 365.
- Phase III. This phase will move the remaining transaction processing capabilities and license plate reading systems to the cloud. At this point, the legacy TOS can be retired.

This SOW is for Phase I of the overall program which will focus on capabilities for Prepaid customers only.

This SOW details the services and deliverables Microsoft will provide the Customer in the form of workstreams, as listed in the Exhibits section, and program objectives. In addition, the Program governance (synonymous with administration as used herein) section of this SOW will govern all workstreams and provide a framework to effectively and efficiently manage all workstreams.

1. Program approach

1.1. Objectives

The objective of the Microsoft program is to implement Phase I to modernize CFX's Toll Operations Systems that supports their Tolling System specifically for Prepaid customers, while maintaining integration with existing systems until all three phases of the CFX modernization is complete. The current Toll Operations System is over 30 years old and as a single, monolithic Oracle database, has several performance and database issues that impact customer service and a customer services application TRIMS that lacks the modern user interface and flexibility to change to meet the growing needs of CFX. This program will include two workstreams:

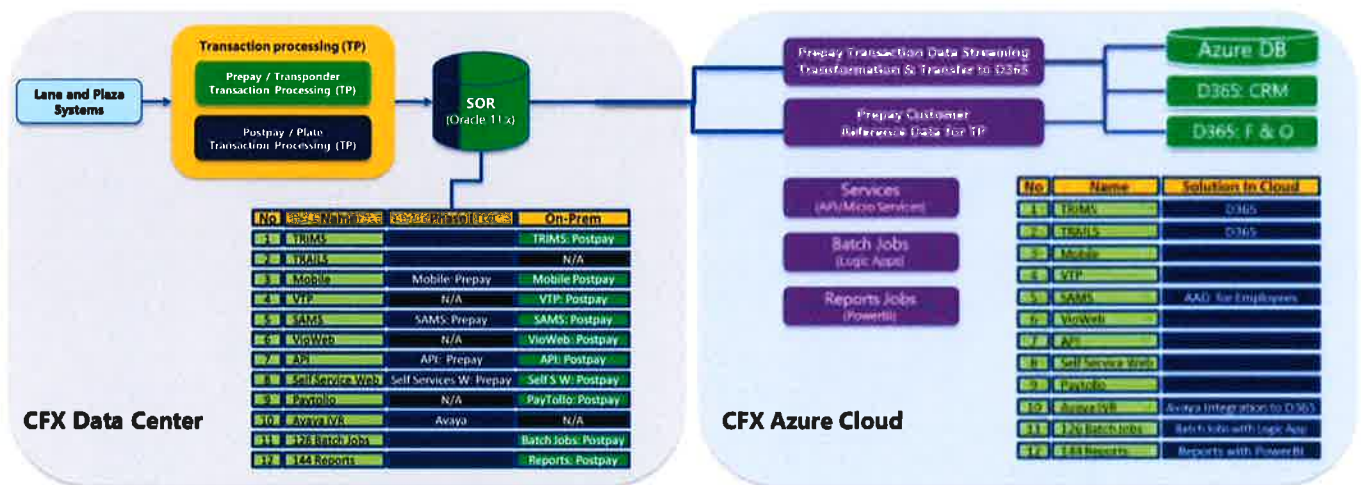
- Business Applications (Dynamics 365)
- Modern Applications, Data and AI

The objective of the program is the delivery of two (2) core workstreams.

1.2. Areas in scope

1.2.1. Solution overview

The Solution overview for Phase I is shown through the following diagram:



Phase I Proposed Architecture

During Phase I, and as shown in the CFX Azure Cloud diagram above, Prepaid customer data and associated functionalities will be modernized and moved to a Dynamics 365 SaaS application in the cloud while maintaining the existing Postpaid functionality in CFX's TRIMS system. This is accomplished with a modern cloud-based architecture:

1. Microsoft will work with CFX to determine and select the appropriate data streaming technology that will minimize the impact to the on-premises Oracle database. Microsoft has worked with several data streaming technologies that are capable of processing millions of transactions per

- day with minimum impact to the Oracle DB using Oracle DB's Change Data Capture (CDC) capabilities.
2. The streamed data from Oracle will be transformed using Logic Apps or Azure Functions through Azure Event Hub into a format that can be consumed by Dynamics 365. Raw data will be stored in an Azure SQL DB for archiving and audit uses.
 3. Batch jobs and reports will be modernized with Azure Logic Apps and Power BI.

Microservices or APIs will be created to allow the legacy on-premises Prepaid applications such as the E-Pass website to access account information in Dynamics 365.

During Phase 1, Prepaid customer data will be in Dynamics 365. TRIMS will still be used to access Post-pay customer transactions in CFX's on-premises SOR.

To perform the delivery requirements for Phase 1, this program will include the delivery of two (2) core exhibits:

1. Business Applications (Dynamics 365)
2. Modern Applications, Data and AI

The program provides an overarching integrated architecture on Microsoft Azure cloud and overall program governance.

1.2.2. Program Management Scope

The overall objective of the Program Management Team (PMT) is to align workstream-specific Microsoft, customer, and partner resources with core recommended practices for overall architecture, key architecture decisions, infrastructure support, communication, risk, quality, schedule, escalation and process management. This PMT will be accountable for the Microsoft scope of the proposed projects defined in the previous section and will maintain situational awareness and reporting against other customer and partner work efforts that are relevant, directly related, pose potential risk or possible impact to the defined in-scope workstreams.

The Program will include multiple roles, described in the Program organization section, that are responsible for supporting the Microsoft program. Microsoft will provide services in support of the following scope, time-boxed to the duration of the program.

Area	Description	Assumptions
Communications management	Single Point of Contact for reporting, customer facing and escalation.	Customer identifies key stakeholders to receive communications
Deliverable management	<ul style="list-style-type: none"> • Review deliverables to provide consistent quality • Validate all deliverables are submitted, reviewed and approved on schedule 	Projects produce deliverables with enough lead time for quality review

Master scheduling	<ul style="list-style-type: none"> Consolidate Microsoft and CFX work activities to a program level schedule to manage dependencies. 	<ul style="list-style-type: none"> Each workstream is responsible for managing its own schedule Customer resources are available as planned for tasks
Offshore Management and Liaison	<ul style="list-style-type: none"> Program dedicated project management and architecture oversight Onsite representation and coordination of Offshore activities 	Offshore resources for Microsoft are based in Hyderabad
Architecture management	<ul style="list-style-type: none"> The PMT will create the overall architecture, maintain architecture decision log, govern and align the integration of architectural work across all workstreams. 	Individual architecture planning and execution is the responsibility of each workstream.
Testing coordination and management	<ul style="list-style-type: none"> The PMT will assist with the management and integration of testing across all workstreams as required. Individual workstream test planning and execution is the responsibility of each project. Manages overall schedule for access to test environments Validates test environments are set up, tests are executed/reported, and environments reset within established schedule. 	<ul style="list-style-type: none"> Customer manages identifying users, creating environments for testing, and managing test user access. Individual test planning and execution is the responsibility of each project.

1.2.3. Workstream Scope

The following table details the services that are included in this program and the section of this document where the details of the objectives, scope, approach and deliverables for each workstream can be found. In the event the program expands in size, governance work and effort scheduled in this SOW shall be revisited.

Workstream name	Description	Document section
Workstream 1: Business Applications (Dynamics 365)	The goal of this workstream will create the next generation Customer Service and Financial Management capabilities as the key part of the Next generation TOS platform.	Exhibits: Workstream 1
Workstreams 2: Modern Applications, Data and AI	The goal of this workstream is to modernize Toll Operations Systems, integration with existing systems and Dynamics 365 for Prepaid customer's needs.	Exhibits: Workstreams 2

1.3. Areas out of scope

Any area not explicitly included in the Areas in scope section is out of scope for Microsoft during this program. Specific areas out of scope for this program are listed in the following table. Additional out of scope items for this program can be found in the relevant workstreams in the Exhibits section.

Area	Description
Product licenses and subscriptions	Product licenses (Microsoft or non-Microsoft) and cloud service subscriptions are not included. The Customer is responsible for acquiring all product licenses required as a result of this SOW.
Hardware	Microsoft will not provide hardware for this program. The Customer is responsible for acquiring all necessary hardware. In the event additional hardware is required Microsoft will offer consultative advice on spec and design.
Integration with third-party software	Microsoft will not be responsible for integration with third-party software except for software used to stream data from the existing TOS Oracle database, and as needed to complete microservices elements.
Product bugs and upgrades	Product upgrades, bugs, and design change requests for Microsoft products are not in scope.
Process reengineering	Designing functional business components of the solution is not included.
Organizational change management	Designing—or redesigning—the Customer's functional organization is not included.
Machine Learning	Design and development of Machine Learning models are not included
Blockchain	Design and development of a blockchain ledger are not included
Third Party Management	Management of third party or customer resources or tasks.

Area	Description
Deployment, installation, configuration, and testing	<p>The following items are not included:</p> <ul style="list-style-type: none"> • Application deployment into preproduction (or staging) and production environments • Installation and configuration of server hardware or network resources, as well as installation, configuration, and testing of non-Microsoft software other than software identified as within scope • Testing and configuration of applications and Services outside of those required to support the deployment of the Solution <p>Troubleshooting or remediation of existing network and storage systems</p>
Outside Services Testing	Testing and configuration of applications and Services outside of those required to support the deployment of the Solution is not in scope.
Network and storage	Troubleshooting or remediation of existing network and storage systems is not in scope.

2. Program approach, timeline, and deliverable acceptance

2.1. Approach

Microsoft uses proven delivery methodologies uniquely suited for delivery of Microsoft Services relevant to the technologies being designed and deployed or being adopted by our customers. For this program, Microsoft will use a combination of delivery methodologies, each suited for the scope of services provided in the respective workstream. The Program manager will establish the overall governance framework for the program as well as set recommended practices and uniformity across workstreams. Please refer to the Exhibits section for individual workstream details and the specific methodology to be used.

Our program governance follows defined phases to initiate, plan, execute, control, and close the program. The program governance will involve definitive phases that have specific deliverables and activities. The following are the key phases of the program:

- Initiating: program introduction
- Planning: finalize all project plans
- Executing: manage program-level tasks according to governance documentation
- Controlling: manage scope, schedule, financials, quality, risks/issues, performance, staffing and reporting metrics across program
- Closing: facilitate transition to operations, conduct closure

Within this delivery management framework, each workstream will be executed following the high-level overview illustrated in the Program timeline section. More details for each phase are provided in the sections below.

If a deliverable requires formal review and acceptance (a process described in the Deliverable acceptance process section), this is indicated in the following sections or the associated workstream details. Although

some deliverables do not require CFX's official acceptance, Microsoft shall be required to provide CFX of the deliverable to allow CFX to receive or confirm acceptance of the deliverables as applicable prior to payment or progression to the next deliverable or phase.

2.1.1. Program dependencies

The workstreams included in this program have dependencies on one another. A high-level overview of these dependencies is outlined in the table below. The workstreams listed in the "Dependency" column, if any, must be completed in part or in their entirety before the workstream listed in the first column begins.

Exhibit	Dependency
Workstream 1: Business Applications (Dynamics 365)	Data modeling, data streaming and general Application Development performed in Workstream 2 (Modern Applications, Data, and AI)
Workstream 2: Modern Applications, Data and AI	Please see the In-Scope Assumptions in Exhibit 2 for the items that need to be in place in order to begin Workstream 2.

2.1.2. Program initiating

During the Initiating phase (1 week), the Microsoft Team will review the project documents to align expectations between the program/project teams and stakeholders, and to establish a joint plan to launch the program. This milestone indicates that the team is aligned to a common vision and the specific scope of work necessary to bring the vision to reality. Successful delivery and adherence to the schedule defined in this Approach section requires Customer to complete the Customer activities prior to program kickoff. Any prerequisites unique to a project can be found in the workstream initiation details for that workstream in the Exhibits section.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> • Work with customer to understand and document key stakeholder relationship map and stakeholder matrix. • Establish core team. • Review the project staffing plan and validate role expectations, assignment start dates, and on boarding plans for resources • Provide CFX with backup documentation confirming that its workers adhere to CFX security standards which may include proof of background check. • Draft program management plan, including schedule, financial, quality, deliverable and communication plans. • Establish tracking and coordination for financial management. • Set up Teams as a team workspace for collaboration and link to Azure Dev Ops project • Cultivate project team relationships/establish project success criteria and Conditions of Satisfaction (CoS).

Category	Description
	<ul style="list-style-type: none"> • Conduct delivery on-boarding meeting. • Conduct a detailed walk-through of the SOW and exhibits with the customer and Microsoft teams. • Set up Dev and Test environments in Azure Dev Ops • Establish deliverables tracking via Boards in Azure Dev Ops • Track the status of kickoff prerequisites and adjust the program initiating phase start date accordingly. • Deliver program kick-off to all stakeholders.
<p>Customer activities The activities to be performed by the Customer</p>	<ul style="list-style-type: none"> • Communicate internal (and partner) stakeholder names to Microsoft Program manager. • Assist with key stakeholder introductions and mapping. • Review schedule, staffing, financial, deliverable and Program Management Plans • Provide input to the initial project schedule (resources, durations for task responsibilities, dependencies) • Provide access to key information regarding current processes and tools. • Assign project initiation and kickoff prerequisite responsibilities to accountable leadership and establish target completion dates. • Complete the project initiation and kickoff prerequisites. • Staff the project with the required resources in the mutually agreed time frames. • Assist in preparing and delivering program/project kick-off meeting, schedule the meeting and participate. • Provide strategic direction and prioritization. • Provide requirements for collaboration or provide access to existing SharePoint site. • Align business strategy, with clear strategic concepts related to starting Program.
<p>Key assumptions</p>	<ul style="list-style-type: none"> • Only the Microsoft Core Team will be available during the Program Initiating phase • Project-level work and staffing begins after Program Initiating

Deliverables

Name	Description	Acceptance required?	Responsibility
Program management plan	Microsoft Word document with a detailed description of how the program will be managed, including communication, change, deliverable, risk, schedule, scope management.	Yes	Microsoft

Program kick-off presentation	PowerPoint slides to introduce the program, workstreams, governance approach and timeline.	No	Microsoft
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2.1.3. Program planning

During the planning phase, the major activities include review of the overall schedule, creation of an integrated master schedule, and agreement on reporting and governance standards such as the program management plan.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> • Update and review high-level architecture • Deliver documentation describing above to assist CFX's understanding and ultimate implementation. • Create integrated master schedule and financial dashboards. • Finalize and publish program management plan. • Conduct an initial risk assessment and update risk and issue log. • Review project requirements, methodology details, workshops, iterations. • Establish the program governance (meaning the administration of the project, rather than authority to execute contract amendments): establish project management meetings cadence, and communication protocols with project managers.
Customer activities The activities to be performed by the Customer	<ul style="list-style-type: none"> • Provide contact, email, and organizational title information for key stakeholders and review areas of interest. • Identify and assign team members • Approve high-level architecture. • Review/approve integrated master schedule and financial dashboards. • Review/approve program management plan.
Key assumptions	<ul style="list-style-type: none"> • Program documentation will undergo periodic review.

Deliverables

Name	Description	Acceptance required?	Responsibility
High-Level Architecture	Overall architecture that comprises initial conceptual design.	No	Microsoft
Architecture Decision Log	Key Architecture decisions which will be recorded for future reference	No	Microsoft
Final program management plan	Microsoft Word document with a detailed description of how the program will be	Yes	Microsoft

	managed, including the project plan, project governance (meaning administration), communication, change, deliverables, risk, schedule, scope, staffing, security management.		
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2.1.4. Program executing and controlling

Program executing and controlling spans from planning through closing. During executing, the major program management activities include updates to solution design, monitoring progress of the workstreams. More details for the delivery of each workstream can be found in the Exhibits section.

Category	Description	
<p>Microsoft activities The activities to be performed by Microsoft</p>	<p>Executing</p> <ul style="list-style-type: none"> • Review/Refine end-to-end solution design. • Review and revise program management plans, as needed. • Quality control – delivery and documentation. • Capture lessons learned. • Review and refine resource plan, as needed (submit requests, adjust budget and forecast). • Coordinate integration of all testing for solution (scheduling, go/no-go, acceptance). • Conduct one-hour assessment workshop to assess customer readiness to operate the solution. • Obtain sign-off, go/no-go <p>Controlling</p> <ul style="list-style-type: none"> • Manage key elements of program, including change management, roll-up and consolidation of status, scope, schedule, cost, risks/issues, staffing and performance. • Manage stakeholder relationships • Report Performance against Key Performance Indicators (KPI's) and Conditions of Satisfaction (COS) • Report deployment metrics • Review solution against stated objectives and value proposition 	

Category	Description	
Customer activities The activities to be performed by the Customer	<ul style="list-style-type: none"> • Validate key stakeholders • Participate in project-level reviews. • Participate in architecture discussion and make key architecture decisions based on Microsoft recommendations 	
Key assumptions	<ul style="list-style-type: none"> • The executing and controlling activities defined for Microsoft above are a shared responsibility of the joint PMT with accountability divided by the tasks defined in the project schedule and responsibilities defined in the SOW. CFX is relying on Microsoft's experience to deliver and implement Microsoft Dynamics Customer Engagement, Microsoft Dynamics Finance and Operations, and the microservices. • All CFX stakeholders, including IT, business and end users agree on definition of success. • Deployment metrics are tracked according to pre-approved measures. 	

2.1.5. Program closing

During program closing, the program is ready for final system acceptance from Customer. Customer will confirm that Microsoft has delivered a functional system and the agreement is ready to be closed.

Category	Description	Acceptance Required?
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> • Compare outcomes to business value and COS/KPI's with Customer. • Submit final deliverables (as built) with the functionality in CFX's existing system. • Deliver the final Architecture Solution document • Conduct final informal knowledge transfer to customer, operations and support teams. • With CFX's approval, release Microsoft and partner resources. 	Yes
Customer activities The activities to be	<ul style="list-style-type: none"> • Participate in transition to customer support. • Compare and confirm outcomes with expectations. 	

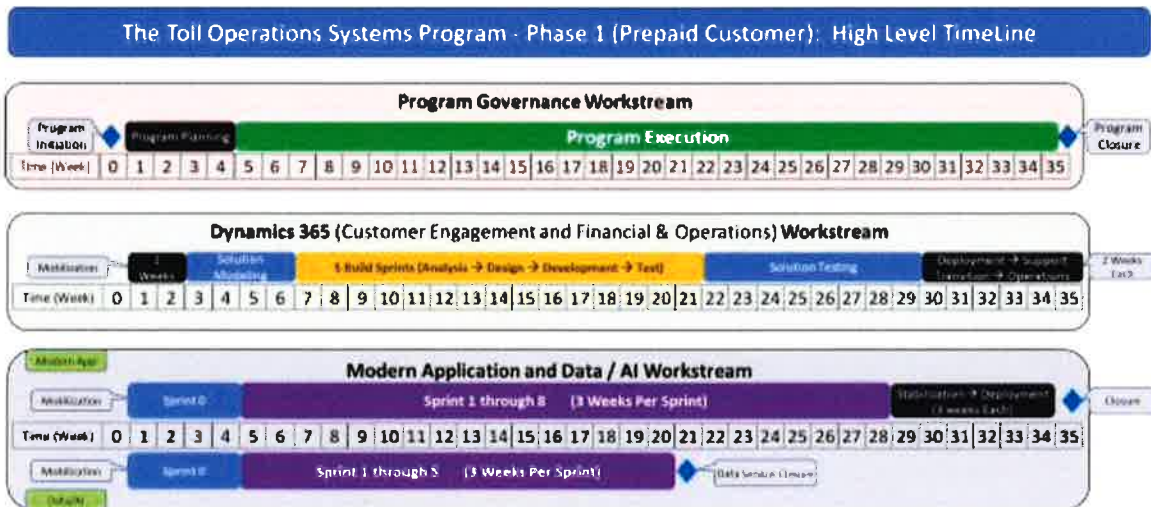
Category	Description	Acceptance Required?
performed by the Customer	<ul style="list-style-type: none"> Verify all deliverables have been met and signed off. Provide resources for knowledge transfer. 	

2.2. Program timeline

During planning of the program, a detailed program timeline will be developed. All dates and durations are relative to the program start date and are estimates only.

The PMT should be established no later than two (2) weeks before the start of the first workstream. This allows the stakeholders to become acquainted with the processes, communication rhythm and tools planned for the reporting of status, issues/risks, financials, deliverables, etc. Note that at defined intervals, the joint team will review the responsibilities of the PMT against the requirements across the program.

It is estimated that the program will be performed per the timeline depicted below. Each workstream will be delivered in the approximate sequence shown. The detailed timeline for each can be found in the project details (Exhibits section).



High Level Timeline

2.3. Deliverable acceptance process and Performance Objectives

The deliverable acceptance process is addressed in Work Order GRQJ191-216660-2503031.

2.3.1 Performance Objectives

Based on industry best practices, web pages should display in three to eight seconds. Microsoft will follow these best practices to achieve the following Performance Objectives during Testing:

- Products

- Dynamics 365 Customer Engagement (CE)
- Dynamics 365 Finance & Operations (F & O)
- Assumptions
 - CFX will be responsible for network connectivity between CFX facilities and Azure/Dynamics 365. The benchmark numbers listed below assume that there is zero packet loss and less than 90ms latency between the client computer and Azure/Dynamics 365.
 - The Performance Objectives testing listed below will be performed on CFX's existing system and documented. The same PC/laptop with the same network connectivity will be used for the testing with Azure
 - The testing to support the Performance Objectives below will be performed prior to going live.
 - The client PC / laptop for performance data collection will have quad core i7 speed, > 100 MB full duplex network connection and 16 GB RAM and > 1.5 GB free disk space with > 7200 RPM hard disk speed.
 - The network between CFX office and Azure will be through ExpressRoute (ER) with bandwidth >=500 Mbps
 - The ER provider will be evaluated at the start of the program and the selection will be based on latency offered by the supplier
 - Performance measurements will be made from CFX office where Customer Service Representatives currently work
 - Performance testing will be executed by CFX with support from Microsoft Services
 - The Oracle Database server will be in a supported version and with the same memory, processor and disk configuration as currently deployed, and CFX will trim data older than 6 years and only keep data for Transaction Processing needs for Prepaid customers.

Performance Objectives			
Performance Objective	User Scenario	Sample Size	Acceptance Required
The <u>average</u> response time is between 3 - 5 seconds.	<ol style="list-style-type: none"> 1. Customer Search by plate number, account number, transponder number or last name returns 50 records per page of toll transactions 2. Customer Search by plate number, account number, transponder number or last name returns 50 records per page on the customer account form 3. Customer Transaction History (30 Days, 1000 records at 50 per page) 4. Saving two field updates on the Customer Account form 5. Customer Vehicle and Transponder Listing (30 Vehicles or 30 Transponders) 6. Document Retrieval from a contact record with one document with file size less than 1 MB 7. Create a new Account and add two vehicles and two transponders. 	<p>>5000 requests per business scenario during >5 business days.</p> <p>The measurements are made from a CSR's PC / Laptop inside the CFX HQ facility.</p>	Yes

Performance Objectives			
Performance Objective	User Scenario	Sample Size	Acceptance Required
	8. Saving a credit card payment paying a minimum of 10 transactions		

2.4. Program governance

The program governance framework is structured around the concept of semi-autonomous workstreams working under the governance of the Microsoft Team. Each in scope project is led by a Project Manager, who is responsible for managing their project. Each of the two in scope exhibits described in section 1.2.2 will be led by the Microsoft Project Manager, working as part of the PMT. The Project Managers will be responsible for the project management activities for each of their scoped workstreams.

The governance structure and processes the team will adhere to for the program are described in the following sections.

2.4.1. Program communication

The following will be used to communicate during the program:

- **Communication plan:** this document will describe the frequency, audience, and content of communication with the team and stakeholders. It will be developed by Microsoft and the Customer as part of program planning.
- **Program summary reports:** the Microsoft Program Manager, working in conjunction with the Customer Program Lead, will compile a program status report for distribution to both Customer and Microsoft management per the frequency defined in the communication plan. Microsoft will add additional content to its status report upon request.
- **Status reports:** the Microsoft team will prepare and issue regular status reports to the Microsoft Program Manager per the frequency defined in the communication plan, but no less than weekly.
- **Status meetings:** the Microsoft team will schedule regular weekly status meetings to review the overall project status, the acceptance of deliverables, and review open issues and risks per the frequency defined in the communication plan.

2.4.2. Program risk and issue management

The following general procedure will be used to manage active project issues and risks during the program:

- **Identify:** identify and document project issues (current problems) and risks (potential problems that could affect the project).
- **Analyze and prioritize:** assess the potential impact and determine the highest priority risks and issues that will be actively managed.

- **Plan and schedule:** determine the strategy for managing priority risks and issues and identify a resource who can take responsibility for mitigation and remediation.
- **Track and report:** monitor and report the status of risks and issues.
- **Escalate:** escalate as soon as possible to project sponsors the high impact issues and risks that the team is unable to resolve. Upon discovery of such issues, CFX has the right to terminate per Section 11. Termination in WO GRQJ191-216660-2503031.
- **Control:** review the effectiveness of risk and issue management actions.

Active issues and risks will be regularly monitored during the program. The PMT is responsible for collecting and reviewing all project risks to confirm they are being appropriately managed, as well as to assess the impacts across projects. These risks will be communicated to program stakeholders during weekly program reviews and weekly project management meetings.

2.4.3. Change management process

During the program, either party can request modifications to the Services described in this SOW or the projects in the Exhibits section. The change management process is addressed in Work Order GRQJ191-216660-2503031.

2.4.4. Project Management committee

The Project Management Committee provides overall senior management oversight and strategic direction for the program. The project management committee for the program will meet at least weekly and will include the roles listed in the following table. The responsibilities for the committee include:

- Making decisions about program strategic direction.
- Serving as a final arbiter of program or project issues.
- Approving significant change requests.

Role	Organization
CFX sponsor	CFX
Program Manager	CFX
Technology General Manager	CFX
Workstream 1 Product Manager: Business Applications (Dynamics 365)	CFX
Workstream 2 Product Manager: Modern Applications, Data and AI	CFX
Technical Team Lead	CFX
Lead Business Analyst	CFX
Account Delivery Executive	Microsoft

Role	Organization
Program Manager	Microsoft
Project-level Project Manager	Microsoft
Workstream 1 Solution Architect(s): Business Applications (Dynamics 365)	Microsoft
Workstream 2 Solution Architect(s): Modern Applications, Data, and AI	Microsoft
Cross Domain Solution Architect	Microsoft

2.4.5. Escalation path

The Microsoft program manager will work closely with the Customer program manager, sponsor, and other designees to manage issues, risks, and change requests as described previously. The Customer will provide reasonable access to the sponsor, or sponsors, to expedite resolution. The standard escalation path the team will follow for review, approval, or dispute resolution is as follows:

- Level 1:** Project manager (Microsoft and the Customer)
 The Project managers are expected to resolve project issues. If the Project managers are unable to resolve the issue, it should be escalated to the next level.
- Level 2:** Microsoft Program Manager and Program Sponsor (Microsoft and the Customer)
 The Microsoft delivery manager and Program sponsors will work together to resolve issues that could not be resolved by the Program managers.

2.5. Program completion

Program completion is addressed in Work Order GRQJ191-216660-2503031.

3. Program organization

3.1. Program roles and responsibilities

This section provides a brief description of key program roles and responsibilities with respect to the governance of all projects. For Customer roles, the section below outlines the roles needed for the overall program management and workstreams. For the specific Microsoft roles and responsibilities for the individual workstreams, refer to the relevant project details in the Exhibits section.

Customer

The table below outlines the customer roles for the proposed project.

CFX Recommended Resources	Resource Responsibility	Project Commitment	Project Workstream
Project Oversight Roles			
CFX Project Sponsor	<ul style="list-style-type: none"> Make key project decisions, serve as a point of escalation, and clear project roadblocks. 	Part-time (less than 5%)	Toll Operations System (TOS) Project Governance
CFX Product Owners	<ul style="list-style-type: none"> Decision maker to product backlog and approver of user stories. Makes key project decisions around functional design across workstreams. Directs End User training delivery to operations. Positions functional design components to Call Center and Finance and Operations teams. 	Part-time: Initially 50% for 10 weeks, then 40% -60% for the rest of the project	Workstream 1: Business Applications (Dynamics 365)
CFX Project Manager	<ul style="list-style-type: none"> Serve as primary point of contact for the Microsoft team. Manage and coordinate the overall project to deliver it according to schedule. Take responsibility for CFX resource allocation, risk management, project priorities, and communication with executive management. Coordinate decisions within 3 business days, or within an otherwise agreed-upon timeline 	Full-time	All Workstreams
Functional/Business Roles			
Business Process Owners/Business Analyst(s)	<ul style="list-style-type: none"> Advise Project team on business processes, workflows, and requirements. Partner with Product Owner to liaise with boarder team to harmonize and standardize processes. Develop functional business process test scripts and scenarios and execute testing. 	Full-time during peak business analysis time and Part-time (60%) after peak business analysis time	Microsoft will work with CFX to define the Business Process Workshops in the Project Initiation phase of the project. We anticipate 3 Business Process

			Owners needed for each major area of the solution (Case Management, Call Center, Finance), with support from other business SMEs on a part-time basis.
Technical Roles			
Lead Architect	<ul style="list-style-type: none"> • Serve as primary technical point of contact for the team. • Take responsibility for technical architecture and code deliverables. 	Full-time	All Workstreams
Developer(s)	<ul style="list-style-type: none"> • Develop any needed integration components from the CFX legacy applications as directed by the Microsoft project team • As the project progresses, assist Microsoft technical team with Dynamics 365 development tasks like form enhancements, personalization, and custom logic (if needed). • As the project progresses, take responsibility for modification and development of reports, queries, analytics, analysis cubes, and business intelligence 	Part-Time: 50%	5 Developers <ul style="list-style-type: none"> • 2 developers for Workstream 1 • 3 developers for Workstream 2
System Administrator	<ul style="list-style-type: none"> • Responsible for system provisioning, installation, administration, and maintenance. • Responsible for scheduling upgrades & patches. 	Part-time: 20% - 40%	All Workstreams
Quality Assurance/Test Lead	<ul style="list-style-type: none"> • Create Testing Strategy, Planning, Test Data preparation, and Test Environment Creation • Triage defects. • Responsible for bug reproduction in production equivalent (operation) environment. • Responsible for validating fixes in Systems Integration Test (SIT) and User Acceptance Test (UAT) environments. • Provides release to production sign off. 	Part time (30%) during test strategy and planning phase, and then Full time During the Testing Execution Phase	All Workstreams

	<ul style="list-style-type: none"> Responsible for overall system quality assurance and testing, including coordination and oversight of testing process and resources. 		
End User Training Lead/Analyst	<ul style="list-style-type: none"> Responsible for managing end user training. Review "train the trainer" approach provided by Microsoft. Review training content. 	Full-time (During Build Phase)	Workstream 1: Business Applications (Dynamics 365)
Integration Analyst	<ul style="list-style-type: none"> Responsible for Interface Development and Unit Testing on CFX legacy solutions. Responsible for administration, configuration, development, and maintenance of ancillary applications necessary to support integration with the Microsoft proposed solution. 	Part-time (During the Build Phase).50%	All Workstreams – may be a few different resources based on the CFX systems being analyzed
Release and Communication Manager	<ul style="list-style-type: none"> Responsible for training and knowledge transfer necessary to take-over code reviews and deployments. Responsible for organization change management and broader solution adoption. Notifies CFX stakeholders of release milestones. Report on build failures, establish the build process. Manages hotfix(s) and upgrade deployment to production. 	Part-time (starting during the Solution Testing Phase)40%	
Data Migration Analyst	<ul style="list-style-type: none"> Responsible for data mapping between legacy CFX solution and proposed Microsoft application schema. Works with Business process owner(s) to review data migration summary report and take correction action on issues found in source schema. Source system data cleansing Data validation. 	Full-time (During the Related Time Frame)	Workstream 1: Business Applications (Dynamics 365)

Microsoft

The resources below describe the Project Governance resources from the Microsoft team. The list of specific resources for the Microsoft Dynamics workstream can be found in Section 5.5.1 and the list of specific resources for the Microservices workstream can be found in Section 6.5.

Project Governance Resources	Resource Responsibility	Project Commitment
Program Account Delivery Executive	<ul style="list-style-type: none"> • Manage and coordinate the overall Microsoft program. • Serve as a single point of contact for escalations, billing issues, personnel matters, and contract extensions. 	Part-time
Program Manager	<ul style="list-style-type: none"> • Serve as the primary point of contact for overall project delivery concerns related to Microsoft services. • Serve as the single point of contact for all delivery issues related to Microsoft implementation scope. • Facilitate project governance activities and participate as a key member of the project management committee • Is the main point of contact for the CFX Project Director • Align Microsoft-recommended project and engagement practices across the Toll Operations Systems engagement. • Communicate and advise Microsoft and CFX project manager regarding project risks and mitigations, develop delivery strategies, and effect collaboration and communication between stakeholders. • Manage the escalation process and interact with the stakeholders who will have responsibility for the overall program. • Validate that the project has been fulfilled within established standards across both partner and Microsoft resources. 	Full-time
Scrum Master	<ul style="list-style-type: none"> • Monitor product backlog and facilitate daily Scrum meetings. • Helping the team to keep focus (e.g. by acting as a buffer between external distractions and the team). 	Part-time

	<ul style="list-style-type: none"> • Helping the team to maintain their Scrum tools (Story board, grooming, task updates, burndown charts, backlogs, etc.) • Reflecting Agile and Scrum values to the team. • Reminding the team of their arrangements (e.g. policies) and setup of rituals. • Helping the team to continuously improve their process. • Reflecting issues to the team through observation from outside of the team. • Asking open questions. • Checking all the models the team uses (e.g. Sprint backlog, metrics, etc.) and show them differences between the model and the real world. 	
Program Architect	<ul style="list-style-type: none"> • Lead the Architect Team • Make Architecture and Design Decision 	Part-time

4. Customer responsibilities and program assumptions

4.1. Customer responsibilities

In addition to Customer activities defined in the Approach section, the Customer is also required to:

- Provide information:
 - This includes accurate, timely (within three business days or as mutually agreed-upon), and complete information.
- Provide access to people and resources.
 - This includes access to knowledgeable customer personnel, including business user representatives, and access to funding if additional budget is needed to deliver project scope.
 - The customer is responsible for obtaining all required licenses and products.
 - Microsoft recognizes CFX staff are not 100% dedicated to the project and must accommodate reasonable time to maintain current IT operations.
- Provide reasonable access to systems.
 - This includes access to all necessary customer work locations, networks, systems, and applications (remote and onsite).
 - Setup and access for the Microsoft team to integrate with CFX legacy systems (i.e. Oracle, EDEN, TRIMS)
 - Access for Microsoft staff will be contingent on adherence to CFX security standards which may include proof of background check.
- Provide a work environment.
 - This consists of suitable workspaces, including desks, chairs, and Internet access.
 - Provide a test and training environment for the CFX legacy systems (i.e. Oracle, EDEN, TRIMS)

- Manage non-Microsoft resources.
 - The customer will assume responsibility for the management of all customer personnel and vendors who are not managed by Microsoft.
- Manage external dependencies.
 - The customer will facilitate any interactions with related projects or programs in order to manage external project dependencies.
- Existing applications determined to be related with the work in Phase 1
 - CFX will be responsible for the UI Layer and SOAP layer changes and for incorporation of Microsoft developed 48 Microservices.
 - CFX will be responsible for testing of the related applications while Microsoft will test the Microservices.
 - Current TRIMS functionality relating to "Prepaid Customers" that is necessary for operations is assumed to be configured in Phase 1 and will exist in Dynamics 365 system.
- Supported On-premises Oracle database
 - CFX will upgrade the on-premise Oracle database to a supported version (Version 11 or newer)
 - The Oracle Database shall have ODBC/JDBC connection for Streaming Software access
 - CFX is responsible to ensure the Oracle database have enough power for streaming data to Azure
 - Except as noted above, CFX's Oracle system will support Microsoft's solution as-is and will not require any additional hardware or software upgrades to support Microsoft's obligations under this SOW.
- Availability of Azure Cloud
 - CFX will enable high speed network connection to Azure from CFX Data Center(s)
 - CFX will architect, design and implement a cloud foundation (such as Subscription, Naming, Networking, RBAC)
 - CFX will architect, design and implement a cloud management environment
- Availability of DevOps Environments
 - CFX will create a DevOps environment for the project team
- TRIM Modifications
 - CFX will hide TRIMs Prepaid functionalities
- Existing Applications
 - CFX is responsible to ensure related existing applications work properly after introduction of Microservices from Microsoft
- Other general responsibilities.
 - Monitor network activity.
 - Provide application support.
 - Responsible for the financial costs associated with hardware purchasing, software licensing, or purchasing of Microsoft or third-party tools.
 - Bug fixing and troubleshooting problems that are related to applications or other third-party software, hardware products, or applications that are not explicitly mentioned as in scope.
 - Prepare documentation about processes, standards, policies, or existing guidelines.
 - Plan, design, customize, enhance, troubleshoot, or resolve problems that are related, but not limited, to supporting the infrastructure listed here:

- Firewalls.
- Storage area networks.
- Networks.
- Design, install, and configure the environment (other than development and system testing).
- Organizational change management.
- Complete all required technical prerequisites
- Responsible for reviewing & responding to documents & deliverables in a timely manner

4.2. Program assumptions

The program scope, services, fees, timeline, and our detailed solution are based on the information provided by the Customer to date. During the program, the information and assumptions in this SOW, and the projects in the Exhibits section, will be validated, and if a material difference is present, this could result in Microsoft initiating a change request to cover additional work or extend the program duration. In addition, the following assumptions have been made:

- Working day:
 - The standard working day for the Microsoft team is between 8 AM and 5 PM, Monday through Friday. Holidays, vacation, and training time have not been factored into this SOW.
- Standard holidays:
 - Observance of consultants' country-of-residence holidays is assumed and has been factored into the project timelines.
- Remote working:
 - The Microsoft team may perform services remotely.
 - If the Microsoft team is required to be present at the customer location on a weekly basis, resources will typically be on site for three nights and four days, arriving on a Mondays and leaving on a Thursday.
- Language:
 - All communications and documentation will be in English. Local language support and translations will be provided by the Customer.
- Staffing:
 - If necessary, Microsoft will make staffing changes. These can include, but are not limited to, the number of resources, individuals, and project roles.
 - In order to ensure maximum staffing continuity, CFX shall decide by weeks 6 and 8 of the program which Projects will be extended so that Microsoft can plan for it accordingly.
 - CFX has the right to request staffing changes with reasonable cause and notice
 - Microsoft will minimize the turnover of key personnel to the extent they can control.,
 - Microsoft will provide CFX with backup documentation confirming that its workers have the appropriate background screening.
- Informal knowledge transfer:
 - Customer staff members who work alongside Microsoft staff will be provided with information knowledge transfer throughout the program. No formal training materials will be developed or delivered as part of this informal knowledge transfer.
- Training assumptions
 - No formal end-to-end Microsoft product training will be provided.

- Other assumptions
 - Customer is solely responsible for any open source it may provide Microsoft access to pursuant to requirements set forth in an Exhibit placed hereunder.
 - If localization support is required—support for additional languages, for example—it will be added to the product backlog and implemented as part of regular sprint work.
 - Azure services and Azure-supported Microsoft technologies will be used to develop the solution.
 - The components to be developed by Microsoft will be cloud hosted.
 - Microsoft will not modify any existing code base that was not produced by the Microsoft team.
 - Either the Customer will provide a Microsoft Azure Dev Ops account that is accessible by all team members, or Microsoft will provide account (possibly limited Customer access). Microsoft will leverage Microsoft Azure Dev Ops for the requirements gathering and testing, and GitHub (Customer’s standard), will be the repository for managing the environments.
 - All project resources will have appropriate level of security access needed to complete project efforts.
 - All work is to be contiguously scheduled. Any breaks in the engagement calendar must be scheduled four weeks in advance, or it will be billed without interruption. CFX will not be held to this standard in the event of a force majeure

5. Workstream 1, Business Applications (Dynamics 365)

Introduction

Microsoft Enterprise Services division is pleased to assist the Central Florida Expressway (CFX) with Phase 1 of their modernization project for the EPASS Toll Operations System that serves Central Florida. Phase 1 of this project will focus on migrating and modernizing the systems associated with Prepaid customers (represents 75-80% of CFX revenue), focusing on the TRIMS system replacement with Microsoft Dynamics 365 Customer Engagement and Finance and Operations for a comprehensive and integrated call center, customer engagement, and financial management solution. The cloud enterprise architecture established during Phase 1 will be the foundation to support the entirety of the CFX modernization journey, across future phases 2 and 3.

5.1. Objectives and scope

5.1.1. Objectives

The overall objectives of the Dynamics 365 workstream for the Central Florida Expressway (CFX) Toll Operations Systems (TOS) are listed in the following table. These objectives are listed for the sole purpose of providing business context for the project. Workstream scope is specified and limited to that which is stated in Section 5.2 - Workstream scope.

#	Description of objectives
1	Create the single account model for Prepaid and Post-pay customer.
2	Design and implement entities and processes based on the needs to serve Prepaid customers.
3	Provide a Customer Service experience that includes the ability to edit Account data as well as adjust transaction data.
4	Assist customer with providing access and connectivity to existing CFX Customer Portals and Mobile Application: Build the integration microservices to/from Microsoft Dynamics 365, and assist the customer in the integration with the existing applications.
5	Provide detailed transaction view of accounts as well as up to date balance.
6	Create workflows and rules needed to support functions such as batch printing of balance statements, auto-replenishment, low balance notifications, customer communications, etc.
7	Create the logic and rules engines needed to support the monthly discount process and other processes necessary to support prepaid customers.
8	Surface Post-pay customer information from remaining TRIMS application in a tab within the Dynamics 365 Unified Service Desk to provide a seamless view of customer data within Microsoft Dynamics 365.
9	Setup job system and migrate existing batch and real-time job processes that are necessary for Prepaid Customers.
10	Payment Processing- As no credit card numbers will exist in Dynamics 365, the necessary integration for existing payment services that effect customers must be available and developed in Phase I.
11	Setup authorization and roles for system access as defined by CFX.
12	Create data retention processes as defined by CFX for Customer Data.
13	Provide audit logs for changes to customer and system data as defined by CFX.
14	The overall objective is to modernize CFX's existing EPASS Toll Operations Systems with a Microsoft solution while maintaining while maintaining integration with existing CFX systems until all three phases of the CFX modernization is complete.

5.2. Workstream scope

5.2.1. General Workstream scope

Microsoft will provide services in support of the following scope.

Microsoft Dynamics 365 for Customer Engagement

	Solution component / general scope item	Description
1	Deployment	Online
2	Number of instances	Single
3	Datacenter	North America
4	Clients	Web client
5	Languages	US English (base)
6	Currencies	U.S. Dollar
7	Number of users	200
8	Applications	Customer Engagement

Microsoft Dynamics 365 for Finance and Operations

	Solution Component/ General Scope Item	Description	Key scope assumptions
1	Legal entities	One legal entity	<ul style="list-style-type: none"> Base currency USD Base country localizations: US One (1) legal entities will represent one (1) Microsoft Dynamics 365 for Finance and Operations organization.
2	Languages	US English	Applies to both data elements and system application labels
3	Sites and locations	Central Florida Expressway	

	Solution Component/ General Scope Item	Description	Key scope assumptions
		Orlando, FL	
4	Microsoft Dynamics 365 for Finance and Operations production instances	Single cloud-based production instance	A single Microsoft Dynamics 365 for Finance and Operations Database and application for all legal entities in scope
5	Microsoft Dynamics 365 for Finance and Operations production infrastructure architecture	Microsoft Azure Public Cloud	The scope of work assumes Microsoft Dynamics 365 for Finance and Operations Public Cloud will be used.
6	Microsoft Dynamics 365 for Finance and Operations pre-production infrastructure architecture	Microsoft Azure Public Cloud	The scope of work assumes Microsoft Dynamics 365 for Finance and Operations Public Cloud will be used.
7	Business processes	<p>Microsoft Dynamics 365 for Finance and Operations supports numerous business processes.</p> <p>This SOW incorporates only those processes that are listed to be in scope as defined in Appendix 5.8.</p>	<p>See Appendix 5.8 for business process scope assumptions</p> <p>The processes assumed at the start of the workstream will be validated during the Build-Analysis and Build-Design activity sets. Any changes to the processes defined in Appendix 5.8 will be subject to the change management process. Complexity levels are estimates only and are not a guarantee of the final complexity level that will be designed or developed. Changes in Complexity may trigger the change management process</p>
8	Customizations	Functional gaps are considered customizations or enhancements and are extensions or modifications to the Microsoft Dynamics 365 for Finance and Operations functionality and logic.	The number, type, and complexity of customizations might change because of the Build-Analysis and Build-Design activity sets and therefore affect cost and schedule. Any changes to the complexity or number of customizations identified in Section 5.2.6 Customizations are subject to the change management process. Complexity levels are

	Solution Component/ General Scope Item	Description	Key scope assumptions
		This SOW incorporates only those customizations defined in Section 5.2.6 Customizations.	estimates only and are not a guarantee of the final complexity level that will be designed or developed.
9	Interfaces	<p>Interfaces are used to interchange data between (to or from) Microsoft Dynamics 365 for Finance and Operations and other business transaction systems.</p> <p>This SOW incorporates only those interfaces defined in Section 5.2.5 Integrations and Interfaces</p> <p>Provide the ability to export the customer transactions out to excel file.</p>	<p>The interfaces assumed at the start of the workstream will be validated during the Build-Analysis and Build-Design activity sets. Any changes to the number, type, or complexity of the interfaces will be subject to the change management process and might therefore affect cost and schedule. Complexity levels are estimates only and are not a guarantee of the final complexity level that will be designed or developed.</p>
10	Reports	Reports refers to operational reports or the creation of files that can be loaded into another data store.	We will leverage and make accessible to CFX the over 300 standard reports that come delivered with Dynamics 365 for Finance and Operations and leverage those reports where possible.

5.2.2. Software products and technologies

The products and technology that are listed in the following table are required for the project. The Customer is responsible for obtaining all identified licenses and products.

#	Software type	Version	Required by date	Responsibility
1	Microsoft Dynamics 365 for Customer Engagement	Latest Version	Prior to the workstream Initiation phase start date	Customer

#	Software type	Version	Required by date	Responsibility
2	Microsoft Dynamics 365 for Finance and Operations	Latest Version	Prior to the workstream Initiation phase start date	Customer
3	Document management	Azure Blob Storage	Start of Workstream	Customer
4	Preferred Browser	Mutually agreed upon Browser	Start of Workstream	Customer
5	Azure subscription	Required for any environment deployments on the Azure platform. (Consumption pricing must be reviewed by a Microsoft Services architect.) This will be part of Workstream 2	Prior to the workstream Initiation phase start date	Customer
6	Version control software	Microsoft Azure Dev Ops	Prior to the Build-Analysis activity set start date	Customer
7	Exchange Online and Office Online for Outlook, Excel and Word	Microsoft Office Online – Latest Version. Necessary for e-mail. Will be necessary in order to handle e-mail requirements. Also E-mail server-side sync will need to be setup,	Prior to the workstream Initiation phase start date	Customer
8	PowerApps	Latest Version	Beginning of Workstream	Customer

5.2.3. Processes in scope

A total of 2 Process Workloads are in scope (as outlined in the following table).

#	Workload	Workstream	# of processes
1	Customer Engagement	Customer Engagement for Prepaid Transactions	26
2	Finance and Operations	Finance	37

The specific processes in scope for each area can be found in Appendix 5.8. Microsoft will implement the business processes in Appendix 5.8 as standard out-of-the-box Microsoft Dynamics 365 business processes unless otherwise specified for any customization that were specified in the custom development section of this document. Any customizations not specifically identified in this SOW are considered out of scope.

Microsoft will provide services and deliverables in support of the following scope for Microsoft Dynamics 365 for Customer Engagement and Finance and Operations.

Microsoft Dynamics 365 for Customer Engagement and Finance and Operations

Service/Feature/Function	Description	Key Scope Assumptions
Microsoft Dynamics 365 CE – Account Setup	<ul style="list-style-type: none"> Configure Accounts, Contacts, Activities, and Knowledge Base using out-of-the box configuration. Create new entities, their associated views, processes/workflow and report for Transponders, Vehicles, and Replenishment Create one form each for Transponders, Vehicles and Replenishment Create one view each for Transponders, vehicles and Replenishment Provide responsive user interface for Account Setup using out-of-the-box UCI Interface. Provide the ability to pull-up toll/financial transactions from the F&O through an internalPower App on a USD tab and the ability to export into various formats such as Excel, HTML and CSV. 	<ul style="list-style-type: none"> Information will be detailed during the Solution Modeling Phase Client will provide SME's to provide information on current TRIMS system and Oracle database
Microsoft Dynamics 365 CE – Customer Service	<ul style="list-style-type: none"> Implement Unified Service Desk (USD) in order to surface the Post-pay Customers (TRIMS) with Dynamics 365 USD to Connect F&O Transaction Screen. Setup no more than 2 Call scripts within USD Configure USD to connect to IVR Configure out of the box Chat with a link to the client Web site. 	<ul style="list-style-type: none"> Chat will be out of the box configuration and client will provide Website information. We assume configuration-based changes only and that no customizations are provided. Customer will provide IVR

Service/Feature/Function	Description	Key Scope Assumptions
	<ul style="list-style-type: none"> • Configure Customer Service Process Flows (no more than 2) • Configure 2 SLA's with no more than 3 steps • Setup Knowledge Base with responsive suggestions during Case Entry using standard out-of-the-box functionality • Setup Queues / Resolution – Up to 5 Queues • Setup Case Routing – No more than 2 Routing Rules • Provide ability to scan transponders, print receipts, and scan Florida Driver's license information directly into Dynamics 365 	<p>system access and expertise to assist Microsoft in connecting USD to the IVR.</p>
Dynamics 365 F&O	<ul style="list-style-type: none"> • Provide transaction view, edit and payment screens through configuration. • Provide ability to pay transactions with Credit card and ACH Payments through payment processor's Portal and support processor's tokenization methods • Generate Accounts Receivable (AR) statements 	<ul style="list-style-type: none"> • Dynamics CE will be the system of record for Account Data including payment transactions. • MS Dynamics & Azure will integrate with payment processor portals so PCI compliance is not necessary and hence is out of scope.
Reports / Dashboards	<ul style="list-style-type: none"> • Create or extend up to 10 custom Dynamics Dashboards or Power BI reports. 	
Assistance with integrations to existing CFX Mobile and Portal applications	<ul style="list-style-type: none"> • Assist in creation of integration to CFX's existing applications (such as Mobile and Portal Solutions) through Microservices. 	<ul style="list-style-type: none"> • Currently there is a existing Portal that is in use that is connected to their Oracle data warehouse. Microsoft will assist in connecting this website to Dynamics using Web Services. This will allow users to modify their biographical information as well as view transactions.

Service/Feature/Function	Description	Key Scope Assumptions
		<ul style="list-style-type: none"> Currently there is a Mobile application that is being launched written in Xamarin. Microsoft will assist CFX in connecting this to Dynamics using web services, allowing a user to create account, modify account and view transactions.

5.2.4 Localization

The following localization requirements will be confirmed during solution modeling, configured using native Microsoft Dynamics 365 tools, and unit-tested.

#	Localization scope	Languages
1	Primary	US

5.2.5 Data migration

The following data migration requirements will be confirmed during design, developed, migrated and unit tested using DMF (Data Management Framework) and standard Data Packages. Any additional required data migration, and any changes in the data migration assumptions will be estimated as a result of the completed technical design document (TDD) and will be addressed as described in Section 12. Change Order Process in WO GRQJ191-216660-2503031.

Microsoft will load the data that is specified in the following table into one legal entity three times to test the data migration load process and scripts. The Customer will assign the required functional and Technical resources to work with Microsoft functional and technical resources to assist, shadow, and learn the data conversion tools and processes. The Customer is responsible for validating the converted data after each test data load, and making the necessary corrections associated with each test data load. Microsoft will work with the customer in accordance with any compliance requirements such as GDPR as it relates to data migration.

There will be three test loads performed by Microsoft. All data loads thereafter are to be performed by the client as required for all subsequent testing activities. If more than three test runs are required by Microsoft due to defects in the data loading scripts developed by Microsoft, additional runs will be performed to address the identified defects at no cost to CFX. If more than three test runs are required due to Customer data issues, additional test runs will be subject to the change management process

defined in Section 2.4.3. Upon completion of the production data migration load, the results will be deemed accepted. Data migration will be considered complete upon CFX's review and approval.

The following data migration is in scope and is subject to the data migration approach and roles and responsibilities definitions.⁴

#	Data source or entity	Data type	Migration mechanism	Responsibility and assumptions	Complexity
1	Customer master data	CSV / MS Excel	DMF (Data Management Framework)	Migrate data into Dynamics CE and then flow to Dynamics F&O	Medium
2	Customer Account Attachments	SQL Table	DMF (Data Migration Framework)	Client will have procured the Azure Environment	Simple
2	Customer Balances	CSV / MS Excel	DMF (Data Management Framework)	Summarized balance by customer	Medium
3	Customer Vehicles	CSV / MS Excel	DMF (Data Migration Framework)	Migrate Vehicle Master Data	Simple
4	Customer Transponders	CSV / MS Excel	DMF (Data Migration Framework)	Migrate Transponder Master Data	Simple
5	Customer Replenishment	CSV / MS Excel	DMF (Data Migration Framework)	Migrate Replenishment Data	Medium

The data migration scope as stated in the previous table will be reassessed after the Build-Analysis and Build-Design activity sets. Any changes, including but not limited to the list of entities, estimated complexities, and migration mechanisms as specified in the previous table, will be addressed as described in Section 12. Change Order Process in WO GRQJ191-216660-2503031.

5.2.4. Security

Microsoft Dynamics 365 Security Roles

CFX will make use of native Microsoft Dynamics 365 security by mapping existing organizational roles to the security model provided within the software. Microsoft will assist in mapping roles to standard Microsoft Dynamics 365 security roles based on the number of roles defined in the table below. Any additional security requirements will be estimated as a result of the completed Functional Design Document (FDD) and will be addressed as described in Section 12. Change Order Process in WO GRQJ191-216660-2503031.

#	Workload	Workstream	# of Standard Security Roles	# of Custom Security Roles
1	Customer Engagement	Case Management	10	0
2	Finance and Operations	Finance	10	0

5.2.5. Integration and interfaces

The following system integrations are in scope. There is a total of 5 integrations/interfaces for Dynamics CE and 3 integrations/interfaces for Dynamics F&O. This SOW has estimated the complexity to perform the activities for configuration and development of the interfaces listed in the following table. The Customer will provide environments required for testing the interfaces including all line of business systems and required credentials for authentication.

#	Workload	Workstream	Integration /Interface Name	Customer Requirement	Complexity
1	Customer Engagement	Service Management	Chat Support	Implement Chat Bot to handle Web Site Automated Chat. This will leverage the out of the box Chat Box that comes with Dynamics 365	Medium
2	Customer Engagement	Account Management	Customer – One Way Integration	Integrate customers and balances from Dynamics 365 CE to Toll Plazas	Medium
3	Customer Engagement	Unified Services Desk (USD)	IVR Integration – One Way Integration	IVR	High
4	Customer Engagement	Oracle	Integration Customer Data to Oracle for a Complete System of Record – Bi-Directional	While the Transition is being made to Dynamics as the system of record	Medium

#	Workload	Workstream	Integration /Interface Name	Customer Requirement	Complexity
5	Customer Engagement	Oracle – Database	Integrate Customer Data to Oracle Database– One Direction to Data Warehouse	Archival and Reporting	Simple
6	Finance and Operations	Financial Management	Create and Manage Customers	Integration of Accounts between Customer Engagement and F&O	Medium
7	Finance and Operations	Financial Management	Financial Transactions	Interface F&O ledger transactions to State ERP system.	Medium
8	Finance and Operations	Financial Management	Tolling Transactions to D365	Interface of tolling consumption transactions with customer account, transponder ID and License plate.	High

5.2.6. Customizations

The following seven (7) customizations are in scope – 5 for Dynamics Customer Engagement and 2 for Dynamics F&O. This SOW has estimated the complexity to perform the activities for configuration and development of the customizations listed in the following table.

#	Workload	Customization Name	Customer Requirement	Complexity
1	Finance and Operations	Automatic Payment Reload	Process to track a reimbursement point and authorize a credit card for customer payment reload	Very High: Similar approach as it has been.
2	Finance and Operations	Additional Custom Tolling Fields	Additional fields to ledger transaction, customer transaction	Low

#	Workload	Customization Name	Customer Requirement	Complexity
			screens for analysis and reporting	
3	Customer Engagement	Transponder Entity	Create a transponder entity.	Medium
4	Customer Engagement	Vehicle Entity	Create a vehicle and license plate entity.	Medium
5	Customer Engagement	Client-side Replenishment Process	Credit card replenishment process from the customer.	Medium
6	Customer Engagement	PowerApp	Create a PowerApp providing CFX internal stakeholders views of financial transactions and providing the ability to edit and modify transactions	Medium/High: List of Prepaid transactions to Dynamics 365 using direction connection through PowerApp
7	Customer Engagement	Customer Portal and Mobile Environment	Assist in integration to current Customer Portal and Mobile Environment: Build Microservices and assist CFX for the integration into existing apps	Medium: Collaborate with Modern App / Data Workstream with this integration.

5.2.7. Environments and installation

The environments listed in the following table will be needed to deliver this workstream. Installation responsibility pertains to the installation of Microsoft Dynamics 365. The latest Microsoft Dynamics 365 Implementation Guide outlines system requirements that are CFX's responsibilities (such as hardware installation, operating system installation, and the installation of software prerequisites).

Additionally, it is CFX's responsibility to verify that the hardware and software required to set up the environments have been procured and set up in time to meet the schedule set forth in the project plan. Any delays to the project schedule caused by delays in availability of hardware or software are subject to the change management process described in the Work Order if the delay causes an overall delay in the project schedule based upon the review and approval of the project sponsor. Microsoft will give 3 weeks' notice to CFX prior to any infrastructure requests for each of the environments listed in the following table. Microsoft will verify and confirm environments within 1 day of hand-over. Microsoft will not hold

CFX accountable for delays from Microsoft's deliverables or due to the availability of Microsoft's resources or due to Microsoft's failure to adequately perform

The time frames below are estimates only. If a preceding Work Order deliverable has not been accepted, then the schedule must be adjusted accordingly with no additional cost to CFX.

It is also CFX's responsibility to support the environments with regards to backups and operating system maintenance subject to Microsoft's direction and approval. Microsoft will set up and configure Microsoft Dynamics 365 and ISV solutions as applicable.

Microsoft will work with CFX's IT staff to complete the sizing exercise during the Build-Analysis activity set. The sizing recommendation for the environments will be based on the development environment configuration and quantity. This will be reviewed and accepted by both CFX and Microsoft.

Customer Engagement Environments

#	Environment	Location	Primary installation responsibility	Shadow responsibility	Environment purpose	Ready by
1	Solution Modeling	Cloud	Microsoft	Customer	Base system reference	Mobilization
2	Sandbox	Cloud	Microsoft	Customer	Testing of configurations that might be disruptive to the primary test activities	Two weeks prior to the Build-Analysis activity set start
3	Development / Integration with VSTS/ADO	Cloud	Microsoft	Customer	Development, connect integrations and Testing	Two weeks prior to Build-Analysis activity set start
4	Development for Integration	Cloud	Microsoft	Customer	Development for Integration	Workstream Start
5	Training	Cloud	Microsoft	Customer	Training Environment	Workstream Start
6	UAT	Cloud	Customer	Microsoft	Requirements analysis and functional testing	Workstream Start
7	Production	Cloud	Customer	Microsoft	Production Environment	Build Phase

Finance & Operations Environments

#	Environment	Location	Primary installation responsibility	Shadow responsibility	Environment purpose	Ready by
1	Contoso	Cloud	Microsoft	Customer	Base system reference	Two weeks prior to Build-Analysis activity set start
2	Sandbox	Cloud	Microsoft	Customer	Testing of configurations that might be disruptive to the primary test activities	Two weeks prior to Build-Analysis activity set start
3	CONSTEST	Cloud	Microsoft	Customer	Consultant build verification	Two weeks prior to configuration start
4	Data test	Cloud	Microsoft	Customer	Data migration or testing	Within four weeks of start date
5	Development environments with VSTS/ADO	Azure hosted VMs	Microsoft	Customer	Code development	Four weeks prior to Build-Development activity set start
6	Build environment	Cloud	Microsoft	Customer	Compilation and generation of model stores	Within four weeks of start date
7	Master or staging	Cloud	Microsoft	Customer	Repository for approved setup or configuration	End of the Build-Analysis activities
8	Test	Cloud	Customer	Microsoft	Requirements analysis and functional testing	Workstream start
9	Process test	Cloud	Microsoft	Customer	Process and End-to-end (E2E) testing	Two weeks prior to process testing and two weeks prior to E2E testing

#	Environment	Location	Primary installation responsibility	Shadow responsibility	Environment purpose	Ready by
10	E2E testing and UAT	Cloud	Customer	Microsoft	UAT	Two weeks prior to E2E testing Two weeks prior to UAT start dates
11	Training	Cloud	Customer	Microsoft	User training	Two weeks prior to training start date
12	Production	Cloud	Customer	Microsoft	Production environment	Eight weeks prior to go-live date

5.2.8. Solution testing

The table below provides information about the types of testing, responsibilities, and environments to be used for conducting testing activities.

#	Test type	Description	Responsible	Provides test data or cases	Guidance and support	Environment
1	Unit testing	Documenting and completing unit test cases is the responsibility of the developers.	Microsoft	Microsoft	Customer	Development
2	Functional testing	Functional testing focuses on functionality meeting the design.	Microsoft	Customer	Customer	Development
3	Process testing	Creation of test scripts to test individual processes	Customer	Customer	Microsoft	Sandbox
4	Integration testing	Integration testing focuses on integration and interaction with external or third-party components.	Customer	Customer	Microsoft	Test
5	E2E testing or system	Creation of test scripts to test end-to-end	Customer	Customer	Microsoft	UAT

#	Test type	Description	Responsible	Provides test data or cases	Guidance and support	Environment
	integration testing *	processes. This includes all customizations, integrations and ISV related functionality				
6	UAT	Test and validate E2E business processes using production-ready data to validate user acceptance of the solution. UAT focuses on day-in-a-life user scenarios.	Customer	Customer	Microsoft	UAT

During testing, the Customer and Microsoft will log solution-related defects and their severity. The Microsoft team will fix all in scope S1 and S2 defects and all defects that CFX classifies as significant. Defect severity is defined in the table in Section 5.8.3.

*During E2E Testing/System Integration Testing, informal performance testing will be done to specifically test the Phase 1 solution components that Microsoft Services has configured. We will assume that CFX will provide a high-speed network connection from the CFX facility to the Azure cloud through ExpressRoute. The performance testing will only include testing the solution components and does not cover environmental components outside the solution such as network, customer environment, or bandwidth. We will work jointly with CFX to come up with an acceptable performance specific to the Phase 1 solution only subject to the minimum performance requirements described in Section 2.3 above.

5.3. Areas out of scope

Any area not explicitly included in the Areas in scope section is out of scope for Microsoft during this workstream. Areas out of scope for this workstream, in addition to items in the master SOW, are listed in the following table.

Area	Description
Source code review	The Customer will not provide Microsoft with access to non-Microsoft source code or source code information. Source code reviews will not be performed.
Requirements gathering	Microsoft will analyze the requirements documented for processes identified as in scope through our Solution Modeling process, which is in scope; however, working outside of the methodology and assisting the customer in a requirements gathering exercise prior to this is not in scope under this SOW. The solution modeling process will be reviewed with and approved by CFX in advance, which is in scope.

Area	Description
Documentation	Preparation of documentation regarding existing processes, previous standards, policies, or existing guidelines is out of the scope of this SOW.
Post-pay Customers	Toll Operations systems support or data migration for Post-pay customers (including Plate Matching, Rental Car Management, DMV Integration, Citations, and Court Documents) are out of scope for this Phase 1 SOW.
Dynamics Mobile and Dynamics Portal	Implementation of Dynamics Mobile and Dynamics Portal are out of scope for this Phase 1 SOW.
Dynamics Field Services	Implementation of Dynamics Field Services is out of scope for this Phase 1 SOW.
Car Rental Charges	Car Rental Charges are out of scope for this Phase 1 SOW.
Business Process Re-engineering	Detailed business process mapping, flow diagrams of business processes, or business process re-engineering will be assumed to be completed by the Customer prior to the start of the Build-Analysis activity set.
Updates, patches, and fixes	<p>Upgrades, updates, fixes, and patches are not included in this scope of work, specifically:</p> <ul style="list-style-type: none"> • Operating system versions, updated service packs, or hotfixes. • Microsoft Dynamics 365 for Finance and Operations component versions, updated service packs, hotfixes, or design change requests. • Other server or client framework component versions. • If a fix or patch is identified as required after the start of the project, an assessment will be made by the project management team from Microsoft and the Customer as to the need for such a fix. Custom coding to avoid the application of hotfixes is out of scope. • If the fix or patch is needed because of defects in the Microsoft software, the Customer will use its Microsoft Premier contract or third-party support provider to apply the fix or patch.
Global solution needs	There are no Global requirements for this project.
Dynamics 365 Customizations	There are no customizations to Dynamics 365 CE unless specifically called out in this SOW in Section 5.2.6 Customizations.

Area	Description
Language	There are no specific requirements for multiple languages.

5.4. Workstream approach, timeline, and deliverable acceptance

5.4.1. Approach

This project will make use of the Sure Step 365 methodology to complete this SOW. This SOW covers the following phases: Mobilization, Initiation, Solution Modeling, Build (Analysis, Design Development, and Iteration Testing), Solution Testing, Deployment, Support Transition, and Operation phases.

Sure Step 365 Methodology



Figure 1: Sure Step 365 Methodology

Phase descriptions

Phase name	Phase description
Mobilization	The Mobilization phase includes critical prerequisites that must be completed before the project starts, such as the assignment of project resources, the establishment of work team locations and facilities, facilitation of physical access and network access to system and resources, and the establishment of project team work practices and collaboration environments.
Initiation	The project Initiation phase represents the official start of the project. This phase defines the activities required to initiate and effectively prepare and plan the project with the Microsoft and Customer team members. This is the planning phase of the project in which the Microsoft and Customer teams will individually prepare and then come together to align on the methodology and project plan and validate the scheduling of requirements workshops.

Phase name	Phase description
Solution Modeling	Solution Modeling helps the project team align the core capabilities of Microsoft Dynamics 365 with the clients desired solution. During this phase, the team will review the project scope and model the solution using functionality built into the product to drive a configure-first approach. Additionally, this phase helps in conducting fit-gap reviews and aligns the outcomes based on the initial scope. It also helps in identifying any changes required for the solution.
Build	<p>The Build phase is an iterative phase during which the solution gaps will be developed and tested. The Build phase consists of the following activity sets:</p> <ul style="list-style-type: none"> • Analysis • Design • Development • Iteration Testing <p>During this phase, a defined set of functionalities will be completed in a parallel, iterative, and repetitive manner that enhances quality and consistency. The Build phase follows the iterative development of gaps based on solution layering, which includes increase in solution complexity based on dependencies of individual components and business processes.</p>
Solution Testing	The Solution Testing phase focuses on the entire solution and not on individual iterations. The primary goals of the Solution Testing phase are to validate solution quality, process compliance, and tested process performance. The phase will also be used to validate that the solution has been configured and customized to meet the Customer's overall requirements and align with the SOW. Users should be adequately trained to adopt the system at the end of this phase.
Deployment	The Deployment phase is focused on deploying the solution into the production environment. At the end of this phase, the application should be ready to go-live.
Support Transition	The Support Transition phase occurs after the deployment of the solution (when the application is live). The Support Transition phase is focused on providing transitional support from the implementation team to the long-term care team, including solution support, knowledge transfer, and defect remediation. While providing immediate transitional support, the implementation team will work with the Customer support team to define the long-term support approach and conduct transition activities. Both teams must be aligned on support expectations. At the end of this phase, the implementation team will hand over support processes to the Customer. Note: Some of the planning and preparation activities for Support Transition starts during Solution Testing and Deployment phases.

Phase name	Phase description
Operation	During the Operation phase, activities related to closing the release or the project will be completed. Support will be officially handed over to the Customer, and the implementation team will roll off. In a multi-release project, the planning for the next release will occur during this phase.

Phase outcomes and deliverables

Microsoft will provide the outcomes and deliverables specified below, unless indicated otherwise.

Phase	Primary outcomes	Primary deliverables	
		Deliverable	Acceptance required
Mobilization	<ul style="list-style-type: none"> Facilitate customer readiness prior to the Initiation phase Facilitate proper handoff from Sales to Delivery Facilitate alignment among all teams on the required Initiation activities Facilitate alignment on visa requirements, travel policies, expense policies, and onboarding time 	Staffing plans and resource assignment	N
		Initiation kick off deck	N
		Draft high-level project schedule	N
		Draft project organization chart	N
		Phase complete signoff document	Y
Initiation	<ul style="list-style-type: none"> Facilitate alignment of the solution approach, methodology, tools, schedule, and governance aspects of the project with the customer, Microsoft, and partner 	Logistics, facility and access setup	N
		Project Plan	N
		Workshop schedule	N
		Project governance plan and Rhythm of Business (ROB)	N
		Conditions of Satisfaction	N
		Phase complete signoff document	Y

Phase	Primary outcomes	Primary deliverables	
Solution Modeling	<ul style="list-style-type: none"> • Drive a configure first approach. • Perform out of the box fit requirements validations. • Deliver product alignment with Dynamics 365 based on the project scope. • Work with Customer to introduce business SMEs that were not involved in the pre-sales stage to Dynamics 365. These business SMEs usually work closer to the day-to-day process than the high-level stakeholders do and often were not demoed the product yet. 	Deliverable	Acceptance required
		Solution Modeling phase kick off deck	N
		Solution Modeling phase and workshop plan	N
		Business process flows	N
		Requirements and fit/gap list from Azure Dev Ops	Y
		Configured baseline solution with fits and required data	N
		Initial development plan and schedule for all the gaps	N
		Updated test plan and schedule	N
		Finalized change request for new gaps and requirements	Y
		Draft Business Requirements Document (BRD)	N
		Initial/Updated Functional Design Document (FDD)	N
Phase complete signoff document	Y		

Phase	Primary outcomes	Primary deliverables	
Build	<ul style="list-style-type: none"> Complete the gap analysis, development, and iteration testing Provide the customer the opportunity to test smaller blocks of functionality to improve defect management and solution acceptance Conduct a detailed review of Microsoft's proposed architecture, new data models, and microservices integrations with CFX Team and deliver all pertinent documentation related to the components and architecture. Provide the customer the opportunity to prepare for training and transition to the new system with the rest of the organization Optimize resource usage by providing completed activities to the next set of activities (example- Analysis and Design complete triggers Development and Iteration Testing) 	Deliverable	Acceptance required
		Build phase kick off deck	N
		Updated requirements and fit/gap list	N
		Change request documentation	N
		Document deliverables (FDD, Technical Design Document (TDD))	Y
		Updated BRD	Y
		Updated configuration	N
		Test plans, Test scripts and test results	N
		Completed code for gaps	N
		Functional demos with business testers	N
		Defect management plan, triage and fixes	N
		Phase complete signoff document	Y
Solution Testing	<ul style="list-style-type: none"> Tested solution to match customer requirements Completed updates to all design documents Completed and tested defect fixes 	Deliverable	Acceptance required
		Solution Testing phase kick off deck	N
		Test plans, Test scripts and test results	N
		Defect management plan, triage and fixes	Y
		Completed tests (Process)	Y

Phase	Primary outcomes	Primary deliverables	
Deployment	<ul style="list-style-type: none"> Conduct code and quality reviews Deploy the application/solution into the production environment Complete the production data migration Complete the configuration and security setup in the production environment Prepare the application/solution for go-live 	Deliverable	Acceptance required
		System ready for deployment	Y
		Solution deployed in production	Y
		Phase complete signoff document	Y
Support Transition	<ul style="list-style-type: none"> Provide transitional application support by assisting with solution management, defect remediation, and knowledge transfer Support successful application, solution management, and functional knowledge transfer Facilitate an understanding of support processes Handoff all support processes from the implementation team to the customer team 	Deliverable	Acceptance required
		Support Transition phase kick off deck	N
		Transition Plan	Y
		Support Transition Plan	Y
		System Configuration Document	Y
		Application Configuration Checklist	Y
		Operations Guide	Y
Operation	<ul style="list-style-type: none"> Conduct project close out Conduct post-production support transition Close the contract (for each release as applicable) Create project management schedules and update plans for additional releases 	Deliverable	Acceptance required
		Operation phase kick off deck	N
		Project closeout checklist	Y
		Project closeout deck	Y
		Updated Operations Guide	N
		Phase complete signoff document	Y

5.4.2. Phase end checkpoints

Microsoft and the Customer will complete a checkpoint at the end of the Solution Modeling and Build phases to compare the baseline for the workstream established by the SOW (and any approved Change Requests) with the current project plan (scope, timeline, budget, and assumptions) and determine if adjustments should be made in future phases and activities. The phase end checkpoints are a critical scope control function and will be supported by the Microsoft and the Customer project managers and sponsors

5.4.3. Timeline

This workstream is scheduled for 35 weeks as determined by Microsoft's experience. During workstream planning, a detailed timeline will be developed. All dates and durations are relative to the workstream start date and are estimates only.

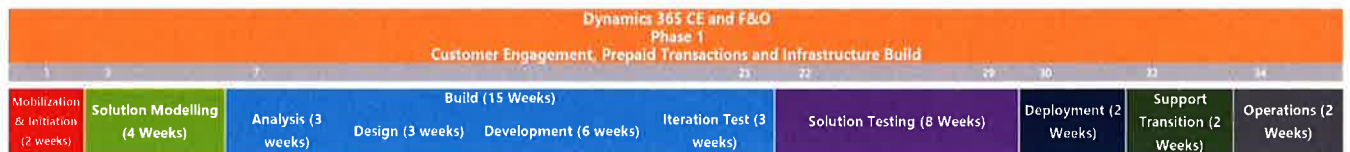


Figure 2: Workstream timeline

5.4.4. Document Deliverables

Document deliverables

The review and approval of documents will be governed by the following:

- The Microsoft project manager, or his or her designee, will prepare a service deliverable acceptance form and forward it with the document deliverable in question to the Customer project manager or Customer designee for review and acceptance.
- The Customer project manager will be responsible for the distribution of documents, organizing internal reviews, and collating feedback into a single document. The Customer and Microsoft are required to complete all reviews and comments with change tracking activated in the original document.
- Customer and Microsoft will review the comments within 7 business days and reach agreement on which parts of the document need to be changed.
- Microsoft will change the document in line with the agreement and resubmit the updated document within 7 business days for final sign-off.
- A single formal review of the resubmitted documents by the Customer is assumed. It is also assumed that minimal rework and editing will be required as a result of this review because familiarization of the content will have occurred in advance.
- Microsoft will incorporate document delivery and review by CFX and reworking and re-review, within the project plan or equivalent schedule.
- Acceptance of documents will occur sequentially in the order listed in this SOW, acceptance interval for subsequent documents will not begin until all proceeding deliverables have been accepted.

- Phases are consecutive. Microsoft is not entitled to compensation for work performed on tasks in future phases unless the current phase has been successfully completed.

Document acceptance classification and criteria

- **Major**—an error in understanding or design that will prevent the solution from working.
- **Minor**—an item or error that will not have a major impact and will be corrected prior to the completion of the current phase in the following design documents.
- **Cosmetic**—incorrect spelling, grammar, or formatting.

Any document with zero major and minor, or ten or fewer cosmetic items will be accepted. Any document with zero major, two minor, or ten or fewer cosmetic items will be partially accepted pending correction prior to the completion of the current phase in the following design documents.

Solution approval and turnaround time

- All solution deliverables will be submitted as releases to the Customer for review and acceptance by the agreed-upon date. The Customer will review the deliverable within seven (7) business days and provide feedback through the logging of defects.
- The Customer project manager will be responsible for organizing internal reviews and collating feedback into a single document. This will include making test scripts, test files, and testing staff available.
- Microsoft and the Customer will review the defects within seven (7) business days and agree on the potential impacts and their priorities. The bugs will be corrected according to priority.
- Once a bug has been resolved, the originator will be informed of its resolution and will have an additional seven (7) business days to provide feedback or to confirm that the bug is resolved. Additional feedback that requires resolution will be added as part of the ongoing project management. CFX has the right to terminate for cause in the event of Microsoft's failure to resolve a major or minor bug.

5.4.5. Workstream governance

The governance structures and processes are addressed above and in Work Order GRQJ191-216660-2503031.

5.5. Workstream organization

5.5.1. Workstream roles and responsibilities - Microsoft

The CFX Customer Workstream Roles for the Phase 1 project are described in the Master SOW. The following table describes the Microsoft resources required for the Dynamics 365 Workstream.

Workstream 1: Business Applications (Dynamics 365) Resources	Resource Responsibility	Workstream Commitment
Project Manager	<ul style="list-style-type: none"> • Coordinate Microsoft resources on the project team • Manage the Microsoft project delivery and coordinate the overall project to deliver it according to schedule. • Take responsibility for issue and risk management, change management, project priorities, weekly status communication, and the weekly status meeting. • Coordinate Microsoft resources and partners subcontracted to Microsoft, including staffing, task assignments, and status reporting. • Report on project status on a weekly basis. • Coordinate decisions within three (3) business days, or otherwise agreed timeline. 	Part-time
Solution Architect – Dynamics 365 Customer Engagement (CE)	<ul style="list-style-type: none"> • Verify that Microsoft – recommended practices are being followed • Serve as architectural lead for the Dynamics 365 CE portion of the project and coordinate with the Dynamics 365 F&O architect to be responsible for the overall solution design. • Escalate technical issues for resolution. • Take responsibility for the overall quality of all technical activities, including development, infrastructure, interfaces, and solution performance. • Assist Scrum Master in resolving needs and roadblocks identified by team members 	Part-time
Functional Lead Consultant – Dynamics 365 CE	<ul style="list-style-type: none"> • Responsible for leading the interpretation of business rules, requirements and processes to enable proper documentation and guidance is provided for the efficient development of new applications. 	Full-time (during the related timeframe)

	<ul style="list-style-type: none"> • Analyze and document Product Owner needs and user stories to produce an accurate designed feature set. • Ensure adherence to project and program processes and lifecycles to enable business and functional requirements are understood, agreed to, documented and can be traced to measurable project success criteria. • Work with customer and quality assurance teams to identify needed test data and develop acceptance criteria that enable expected functionality and features are validated during development sprints. 	
<p>Functional Consultant – Dynamics 365 CE</p>	<ul style="list-style-type: none"> • Responsible for leading the interpretation of business rules, requirements and processes to enable proper documentation and guidance is provided for the efficient development of new applications. • Analyze and document Product Owner needs and user stories to produce an accurate designed feature set. • Ensure adherence to project and program processes and lifecycles to enable business and functional requirements are understood, agreed to, documented and can be traced to measurable project success criteria. • Work with customer and quality assurance teams to identify needed test data and develop acceptance criteria that ensure expected functionality and features are validated during development sprints. 	<p>Full-time (during the related timeframe)</p>
<p>Solution Architect – Dynamics 365 Finance and Operations (F&O)</p>	<ul style="list-style-type: none"> • Verify that Microsoft – recommended practices are being followed • Serve as architectural lead for the Dynamics 365 CE portion of the project and coordinate with the Dynamics 365 CE architect to be responsible for the overall solution design. • Escalate technical issues for resolution. • Take responsibility for the overall quality of all technical activities, including development, infrastructure, interfaces, and solution performance. • Assist Scrum Master in resolving needs and roadblocks identified by team members 	<p>Part-time</p>

Functional Lead Consultant – Dynamics 365 F&O	<ul style="list-style-type: none"> • Responsible for leading the interpretation of business rules, requirements and processes to enable proper documentation and guidance is provided for the efficient development of new applications. • Analyze and document Product Owner needs and user stories to produce an accurate designed feature set. • Ensure adherence to project and program processes and lifecycles to enable business and functional requirements are understood, agreed to, documented and can be traced to measurable project success criteria. • Work with customer and quality assurance teams to identify needed test data and develop acceptance criteria that enable expected functionality and features are validated during development sprints. 	Full-time (during the related timeframe)
Consultant (Functional) F&O	<ul style="list-style-type: none"> • Responsible for leading the interpretation of business rules, requirements and processes to enable proper documentation and guidance is provided for the efficient development of new applications. • Analyze and document Product Owner needs and user stories to produce an accurate designed feature set. • Ensure adherence to project and program processes and lifecycles to enable business and functional requirements are understood, agreed to, documented and can be traced to measurable project success criteria. • Work with customer and quality assurance teams to identify needed test data and develop acceptance criteria that enable expected functionality and features are validated during development sprints. 	Full-time (during the related timeframe)
Development Team Project Manager	<ul style="list-style-type: none"> • Manage the Dynamics 365 development team. 	Part-time
Development Lead – Dynamics 365 F&O	<ul style="list-style-type: none"> • Manage the overall Dynamics 365 F&O development efforts. 	Full-time (during the related timeframe)
Dynamics 365 CE Development Team	<ul style="list-style-type: none"> • Participate in Sprint Planning activities • Responsible for unit testing of configure features/user stories. 	Full-time (during the related timeframe)

	<ul style="list-style-type: none"> Responsible for design & development of data conversion scripts. Responsible for interface development. Contributes technical guidance and expertise for software modernization initiatives 	
Dynamics 365 F&O Developer	<ul style="list-style-type: none"> Participate in Sprint Planning activities Responsible for unit testing of configure features/user stories. Responsible for design & development of data conversion scripts. Responsible for interface development. Contributes technical guidance and expertise for software modernization initiatives 	Full-time (during the related timeframe)
Testing Lead	<ul style="list-style-type: none"> Take responsibility for defining the test strategy jointly with CFX. Responsible for identifying test scenarios jointly with the CFX test or functional lead. Responsible for Test Automation framework. Manage Microsoft test team activities. Conduct testing. 	Full-time (during the related timeframe)
Tester – Dynamics 365 CE	<ul style="list-style-type: none"> Conduct testing. 	Full-time (during the related timeframe)
Tester – Dynamics 365 F&O	<ul style="list-style-type: none"> Conduct testing. 	Full-time (during the related timeframe)
Technical Quality Assurance Architect	<ul style="list-style-type: none"> Verify that Microsoft-recommended quality assurance best practices are being followed. 	Part-time (during the related timeframe)

Interfaces and integrations

#	Task	Microsoft	Customer	Required by
1	Interface Requirements & Security Defined		X	Solution Modeling
2	Integration test data		X	Solution Modeling
3	Data mapping Dynamics 365	X		Solution Modeling
4	Data mapping external end points		X	Solution Modeling
5	Define format and data types		X	Solution Modeling

#	Task	Microsoft	Customer	Required by
6	Send data to the agreed interface/middleware from Dynamics	X		Build
7	Receive data from the agreed interface/middleware to Dynamics	X		Build
8	Testing and validating integrated data		X	Solution Test

Security

#	Security implementation responsibilities	Microsoft	Customer	Activity phase
1	Provide guidance related to the standard roles, duties, and privileges in Microsoft Dynamics 365.	X		Solution Modeling phase
2	Provide guidance related to the use of standard Microsoft Dynamics 365 based tools within the software for configuration and management of security.	X		Solution Modeling phase
3	Provide guidance in the mapping of organizational roles to Microsoft Dynamics 365.	X		Solution Modeling phase
4	Identify existing organizational roles and responsibilities.		X	Solution Modeling phase
5	Provide a description of the desired duties to be allowed for each role.		X	Solution Modeling phase
6	Collaborate with Microsoft to map roles and responsibilities to Microsoft Dynamics 365 standard roles and duties.		X	Solution Modeling phase
7	Configure system users within their appropriate security roles.		X	Build phase
9	Take responsibility for, and manage, the physical security of Customer sites.		X	Build phase

5.6. Workstream assumptions

5.6.1. Infrastructure assumptions

- Existing systems or programs upon which the project deliverables depend are stable and will not change during the term of this project unless recommended by Microsoft per Section 5.2.7 Environments and Installation.
- The Microsoft Dynamics 365 for Customer Engagement online development environment and any required Azure environment will be provisioned and made accessible to Microsoft before the start of the Build-Development activity set.
- CFX already has Active Directory Domain Service (ADDS) set up and active and that access to the required infrastructure that will be used by this solution, and the configuration of correct security zones and firewall control has been completed.
- The solution will be deployed in a single geographical location.
- CFX is responsible for infrastructure provisioning and base configuration.

5.6.2. General technical assumptions

- No part of the solution will be supported on operating systems other than Windows 10 and above.
- All testing will be done on a mutually agreed upon browser.
- CFX will provide 24-hour-a-day, 7-day-a-week access to its development and testing environments to both onsite and offshore consultants in order to carry out work on the project.
- Any bugs arising in any third-party tools are the responsibility of each vendor and will not be fixed by Microsoft.
- Process engineering or re-engineering will be assumed to be completed by the Customer prior to the start of the Build-Analysis activity set.

5.6.3. Scope/Solution assumptions

#	Assumption area	Description
1	Architecture	The architecture will be overarching with consideration for a complete future implementation with a specific focus on Prepaid transactions.
2	Integration	The integration is focused on Prepaid transactions requirements.

5.6.4. Testing assumptions

#	Assumption
1	Test data will be provided by CFX before the Solution Testing Phase begins; CFX will be responsible for providing scrubbed representative data.

- 2 Testing will be performed on one (1) operating system and one (1) browser and only versions defined in Section 5.2.2 Software products and technologies will be used.
- 3 No multilingual testing will be performed by Microsoft, and validation of field content correctness is not in scope; CFX will be responsible for verifying the accuracy of all translations.
- 4 Testing related to authentication will happen directly onsite because Active Directory Federation Services (ADFS) will not be set up locally; for local testing, Active Directory Domain Services (ADDS) will be configured as a user store for ADFS.
- 5 The test environment should be a near replica of the real-time Customer environment.

5.7. Tools

Tool	Purpose
Azure DevOps/Visual Studio Team Service	<ul style="list-style-type: none"> • Change management software used for software development • Plan and track work, source code management, package management, quality management, cross-platform build, continuous deployment, release management, feedback management, application telemetry • A value engineered standard VSTS Capability Maturity Model Integration template that aligns with the Sure Step 365 methodology and can be used to deliver individual or combined Microsoft Dynamics 365 implementations.
SharePoint /Teams	A collaborative platform that can be used to share and manage content, knowledge, and applications to empower teamwork, and help users find information and collaborate with other organizations involved in the project.
Lifecycle services	An Azure-based collaboration portal that provides a unifying, collaborative environment and a set of regularly updated services that can help you manage the application lifecycle of your Microsoft Dynamics 365 (primarily Operations) implementations
Microsoft test manager	<ul style="list-style-type: none"> • An application that can be used to test the application being built and store test plans and results in Azure DevOps • Plan tests, run tests, test configurations, collect diagnostic data, copy and clone test suites and test cases, record and play back tests, and track software quality.

5.8. Appendix

5.8.1. Scope details.

Microsoft's Solution is based upon previous evaluation of CFX's existing system, including its functional capabilities, processes, and performance criteria, and delivery of a Back-Office Architecture and Design

Project Report with the goal maintaining CFX's existing functionality and modernizing the platform. The detailed functionality of each business area in the table below is based upon the existing functionality in CFX's existing system.

Process list

Workload	Business Area	Process Name	Level of Complexity
Finance and Operations	30.15 Customer Relationship Management (SAM Module)	30.15.015 Create and Manage Customers	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.005 Set Credit Limit, Terms	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.010 Update Credit Limits, Terms	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.015 Close or Block Customer Account	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.025 Receive Prepayments / Deposits	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.070 Receipt and Reconciliation of Cash and Checks	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.080 Process NSF Payments	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.075 Receive Free Text Invoice Payments	Medium
Finance and Operations	35.45 Collections Management	35.45.005 Setup Collections Management	Medium
Finance and Operations	35.45 Collections Management	35.45.010 Process Customer Statements and Collections	Medium
Finance and Operations	35.45 Collections Management	35.45.015 Dispute Invoice and Resolve	Medium
Finance and Operations	35.45 Collections Management	35.45.020 Process Write-Off AR Bad Debts	Medium
Finance and Operations	65.10 Corporate Structure, Legal Entity & Chart of Accounts	65.10.001 Corporate Structure and Legal Entities	Medium
Finance and Operations	65.10 Corporate Structure, Legal	65.10.005 Create Financial Dimension	Medium

	Entity & Chart of Accounts		
Finance and Operations	65.10 Corporate Structure, Legal Entity & Chart of Accounts	65.10.020 Create and manage structure for financial reporting	Medium
Finance and Operations	65.15 Statutory, Tax & Localization Management	65.15.005 Create or Update Sales or VAT Tax	Medium
Finance and Operations	65.15 Statutory, Tax & Localization Management	65.15.010 Manage Sales Tax Exemption	Medium
Finance and Operations	65.40 Corporate Operations & Affairs	65.40.005 Adjust General Ledger	Medium
Finance and Operations	65.40 Corporate Operations & Affairs	65.40.025 Close Month End	Medium
Finance and Operations	65.40 Corporate Operations & Affairs	65.40.030 Close Year End	Medium
Finance and Operations	65.40 Corporate Operations & Affairs	65.40.026 Perform soft close of a financial period	Medium
Finance and Operations	65.10 Corporate Structure, Legal Entity & Chart of Accounts	65.10.010 Create Ledger Account	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.065 Process Credit Memo	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.055 Create Free Text Invoice	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.058 Update Invoice Billing Rules and Formulas	Medium
Finance and Operations	35.40 Billing & Accounts Receivables	35.40.060 Setup Free Text Template, Create Billing Code and Billing Classification, Process, and Post Recurring Invoices	Medium
Finance and Operations	65.50 Audit & Regulatory Compliance	65.50.005 Monitor Compliance, Segregation of Duties	Medium
Finance and Operations	65. 10 Corporate Structure, Legal Entity & Chart of Accounts	65.10.020 Setup Financial Reports	Medium
Finance and Operations	95.10 User Management	95.10.010 Create and manage signing limits and signing limit policies	Medium

Finance and Operations	95.15 User Features	95.15.030 Setup electronic ledger reporting	Medium
Customer Engagement	30.15 Customer Relationship Management	Account Management	Medium
Customer Engagement	30.15 Customer Relationship Management	Contact Management	Medium
Customer Engagement	50.10 Case Management	Case Management	Medium
Customer Engagement	50.10 Case Management	Portal based customer support	Medium
Customer Engagement	50.10 Case Management	Social Engagement	Medium
Customer Engagement	50.15 Service and Warranties	Warranty Management	Medium
Customer Engagement	50.20 Service Order & Subscription Management	Service Order Management	Medium
Customer Engagement	50.20 Service Order & Subscription Management	Work Order Management	Medium
Customer Engagement	50.25 After Sales Maintenance	AI Bot and Chat Support	Medium
Customer Engagement	50.25 After Sales Maintenance	Business process flow driven staged end user experience	Medium
Customer Engagement	50.25 After Sales Maintenance	Call Routing	Medium
Customer Engagement	50.25 After Sales Maintenance	Call scripting	Medium
Customer Engagement	50.25 After Sales Maintenance	Case Routing Rules Setup	Medium
Customer Engagement	50.25 After Sales Maintenance	Computer Telephony Integration	Medium
Customer Engagement	50.25 After Sales Maintenance	Email to Case Management	Medium
Customer Engagement	50.25 After Sales Maintenance	Integrated Agent Desktop	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge base Actionable Analytics	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge Base Authoring and Content Creation	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge Base Content Language Translation	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge Base Contextual Search Setup	Medium

Customer Engagement	50.25 After Sales Maintenance	Knowledge Base scheduling for Expiration	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge Base Self Service	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge Base Versioning	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge based Integration	Medium
Customer Engagement	50.25 After Sales Maintenance	Service Level Agreement Management	Medium
Customer Engagement	50.25 After Sales Maintenance	Knowledge Approval Workflow and Business Process Flow	Medium
Finance and Operations	95.15 User Features	95.15.010 View my work items, activities, and actions	Medium
Finance and Operations	95.15 User Features	95.15.015 Update my user options	Medium
Finance and Operations	95.15 User Features	95.15.020 Configure Microsoft Excel workbooks	Medium
Finance and Operations	95.15 User Features	95.15.025 Configure document templates	Medium
Finance and Operations	95.15 User Features	95.15.035 Setup and manage document branding	Medium
Finance and Operations	95.80 Feature Confirmations	95.80.030 Configure system to allow documents to be attached to records	Medium
Finance and Operations	95.80 Feature Confirmations	95.80.035 Setup and manage numbering of master data and transactions	Medium

5.8.2. Complexity levels

Complexity level	Definition
High	Includes changes to the core behavior of the product with functionality that may not be available in the core product. This can include new API, modules, SDK, integrations and interfaces that are required to extend the core functionality of the product.
Medium	Includes changes that can be developed using the existing API, modules, SDK and extensions capabilities allowed in the product architecture. This can include extensions to existing schema of the core product.
Low	Includes minor modifications to field values, drop down lists, UI adjustments supported by the core product and any changes that can be achieved using the visual tools provided by the core product.

5.8.3. Defect severity

Defect severity	Severity definition
S1	Showstopper defect. Development, testing, or production launch cannot proceed until the defect is corrected. Must fix as soon as possible. Defect is blocking further progress in this area. Solution cannot ship, and the project team cannot achieve the next milestone.
S2	Defect must be fixed prior to moving to production. Does not affect test plan. This defect impacts business process and decreases business efficiencies. This defect may not have a work around or the work around is too cumbersome to implement. Defects that result in an impairment of in-scope functionality fall within an S2 defect.
S3	It is important to correct the defect. However, it is possible to move forward into production using a workaround provided that the workaround does not impair functionality or performance. Does not impact functionality as designed. If the defect causes an impairment in functionality or performance, then the defect will be classified as an S2 defect.
S4	Feature enhancement or cosmetic defect. Design change from original concepts.

Note: S3 and S4 defects will be logged.

Note: Software product bugs specific to the licensed software and design change requests (DCR) to the core licensed software are not in the scope of this SOW. Licensed software product-related problems must be addressed separately through a Premier support agreement.

5.8.4. Defect priority

The table below describes defect priorities. These represent the frequency with which the defects can occur in an environment. The priorities are used to assign the importance or sequence to defect fixes when one or more defects have the same severity.

Priority	Description	Can go live?
P1	Occurs often and can impede business process efficiency.	No
P2	Occurs without impact to the business processes in production from a timing perspective.	Yes, with work arounds or fixes that can be made available before the first project date of occurrence.
P3	Occurs rarely and usually has a work around.	Yes, will have a long lead time before the first occurrence after going live.

Priority	Description	Can go live?
P4	Occurs in edge cases where the business scenario is extremely rare.	Yes

6. Workstream 2 Modern Applications, Data and AI

6.1. Objectives

The primary goal of this workstream is to provide CFX a team with onshore and offshore application development and data Subject Matter Experts to modernize their Toll Operations Systems that supports their tolling business and to produce the outcome as specified in the scope section.

This will be achieved by moving CFX's existing customer service application into Dynamics CE and also the accounting and payments into Dynamics F&O.

6.2. Areas in scope

6.2.1. General workstream scope

Microsoft will provide CFX with a development team staffed as defined. The development team will follow recommended agile practices as Microsoft collaborates with CFX to deliver the CFX Toll Operations Systems Solution.

The workstream focus on the following scope areas. However, due to the nature of agile methodology, the CFX product manager have the flexibility to revise at any time but change management process within the Work Order will be followed.

In this workstream we will primarily be working on building microservices, batch jobs, data architecture/integration and help build the integration between CFX's on-premise systems and Azure/Dynamics systems.

Microsoft will provide Services in support of the following scope.

Area	Workstream	Description	Assumptions
TRIMS	Apps	Microservices	Within the Scope of Phase 1 for Prepaid customers, decomposing the related TRIMS application areas into smaller business context related Microservices to consume the microservices created by CFX. For e.g. Create

Area	Workstream	Description	Assumptions
			<p>an account, add a transponder etc.</p> <p>The number of services in scope is estimated to be 48.</p>
Batch Jobs	Apps	Modernize the existing batch jobs into Azure	For Up to 10 batch jobs will be created by Microsoft, the rest will be CFX's responsibilities
Prepaid Live transaction integration	Data	Synchronization of prepaid live transaction to Azure	<p>Prepaid transactions in 1-2 tables from the System of Record (Oracle DB) to be synced with Dynamics 365 in near real time.</p> <p>Transponder, license plate, accounts status data to be synced from Dynamics to Oracle in near real time.</p> <p>Sync will recover from Oracle downtime at a rate of no less than 1 million records per day, in addition to normal daily volumes assuming the Oracle DB can handle the load.</p>
Authentication	Data	Modernize Authentication	Implement AAD for authentication of the new systems and artifacts built as part of this workstream
Monitoring	Data	Operational monitoring	All logs from the new artifacts being built in Azure would go to Log Analytics and a dashboard would be built for Ops teams
Data Architecture	Data	Definition/planning	<p>Data architecture planning, definition, and design will be built around Azure Data Services capabilities in collaboration with the Dynamics 365 Workstream.</p> <p>The scope is: Prepaid Customer only.</p>

Area	Workstream	Description	Assumptions
Data Modeling	Data	Modeling incoming data & transformation	Data mapping between the existing system record and the future Dynamics 365 entities and associated transformation rules. The Scope: Prepaid Customer Only
PowerBI Reports	Data	Business Reports	Dynamics 365 will provide most of the reports. It is expected 10 reports are needed which need to be offered through this workstream. These reports will be of high (5) / medium (5) complexity.

There may be additional scope not listed in the above list that may be delivered, as well as scope listed that is prioritized low enough that it may not be built due to capacity constraints. By nature, agile development scope is variable. Any scope that does not fit within the Sprints and duration agreed upon for this engagement will be addressed as described in Section 12. Change Order Process in WO GRQJ191-216660-2503031.

This engagement makes use of a capacity-based agile development model. The development capacity is limited to the capacity included in the Sprints and duration specified in the Program and Workstream sections section. Microsoft effort is estimated based on the known requirements and Microsoft will deliver the number of sprints and scope that can be achieved with these resources and hours within the Sprints and duration. Based on the review of the CFX requirements, we believe this number of sprints is sufficient to complete this work. If additional requirements are discovered during the Phase 1 effort that may require additional scope, additional capacity within the Sprints and duration specified in Program and Workstream sections will be addressed as described in Section 12. Change Order Process in WO GRQJ191-216660-2503031.

Specific workstream scope

- Microservices
 - Up to 48 microservices will be implemented
- Batch Jobs
 - Up to 10 batch jobs will be modernized
- Reports
 - Up to 10 reports will be implemented

6.2.2. Software products and technologies

The products and technology that are listed in the following table are required for workstream execution. The Customer is responsible for obtaining all identified licenses and products.

Product and technology item	Version	Ready by
Microsoft Visual Studio	Current	Start of workstream
Microsoft Azure subscription	Not applicable	Start of workstream
Azure SQL DB	Not applicable	Start of workstream
Power BI Desktop	Current	Start of workstream
Power BI Online	Not applicable	Start of workstream
Azure Event Hub/Stream Analytics	Not applicable	Start of workstream
Azure Analysis Services	Not applicable	Start of workstream

6.2.3. Data migration

The following data migration is in scope for the workstream.

This workstream will support the data streaming and conversion activities of the Business Applications workstream necessary to move Prepaid customer data from the Oracle System of Record to Dynamics 365 and back to the Oracle System of Record.

6.2.4. Environments

All environments used for integration, preproduction, and production use of the developed software, supporting systems, and development lifecycle will be supplied and maintained by the Customer.

The Customer will provide an Azure subscription. The Customer will also provide Microsoft with administrative control to build the development and test environments.

These environments will be created in coordination with Dynamics 365 Workstream. It is expected that environments beyond Development and test will be shared with Dynamics 365.

The following environments will be required to deliver the workstream.

Environment	Location	Responsible for configuration and maintenance	Subscription Ownership	Ready by
Development	Azure	Microsoft/CFX	CFX	Workstream start
Test	Azure	Microsoft/CFX	CFX	Workstream start
User acceptance testing (UAT)	Azure	Microsoft/CFX	CFX	Prior to UAT start date
Production	Azure	Microsoft/CFX	CFX	In 2 nd week of UAT
Development	Azure	Microsoft/CFX	CFX	Workstream start

6.2.5. Testing and defect remediation

Testing

The following testing is included in the scope of the workstream. If the Customer has responsibility for testing, the Microsoft effort to support that activity is identified.

Test type (environment)	Description	Responsibility		
		Has responsibility for testing?	Provides data or test cases	Provides guidance and support
Automated unit tests (development)	Automated tests that cover a single component or element of code.	Microsoft	CFX	CFX
Functional tests (testing)	Functional testing to validate the functionality of the implemented artifacts	Microsoft	CFX	CFX
Integration testing (test)	Integration testing focuses on integration and interaction with external or third-party components.	CFX	CFX	Microsoft
User acceptance testing (UAT)	The user functionality of key real-world scenarios will be tested. Test cases are based on the user story backlog.	CFX	CFX	Microsoft

Defect remediation

During testing, the Customer and Microsoft will log solution-related defects and their severity. The Microsoft team will fix all in scope S1 and S2 defects and all defects that CFX classifies as significant. Defect severity is defined in the table in Section 5.8.3.

6.3. Areas out of scope

Any area not explicitly included in the Areas in scope section is out of scope for Microsoft during this workstream. Areas out of scope for this workstream, in addition to those listed elsewhere in the SOW, are listed in the following table.

Area	Description
Product licenses and subscriptions	Product licenses (Microsoft or non-Microsoft) and cloud service subscriptions are not included.
Hardware	Microsoft will not provide hardware for this workstream.
Data migration	Data migration activities beyond, existing or new prepaid customers within the Oracle (system of record), are not in scope for this workstream.
System integration	Modifications to 3 rd party systems and/or external interfaces to support integration are not in scope for this workstream, except where scoped for microservice work.
Product bugs and upgrades	Product upgrades, bugs, and design change requests for Microsoft products are not in scope for this workstream.
Source code review	The Customer will not provide Microsoft with access to non-Microsoft source code or source code information. For any non-Microsoft code, Microsoft services will be limited to the analysis of binary data, such as a process dump or network monitor trace.
Organizational change management	Designing—or redesigning—the Customer’s functional organization is not included.
Deployment, installation, configuration, and testing	The following items are not included: Application deployment. Installation and configuration of server hardware or network resources. Installation, configuration, and testing of non-Microsoft software other than software identified as within scope. Testing and configuration of applications and services outside of those required to support the deployment of the solution. Troubleshooting or remediation of existing network and storage systems.

Area	Description
Testing	Testing and configuration of applications and services outside of those required to support the deployment of the solution are not in scope.
Network and storage	Troubleshooting or remediation of existing network and storage systems is not in scope.
Postpaid transactions	Postpaid transactions are out of scope for Phase I
Application Changes	Any code changes to existing legacy applications

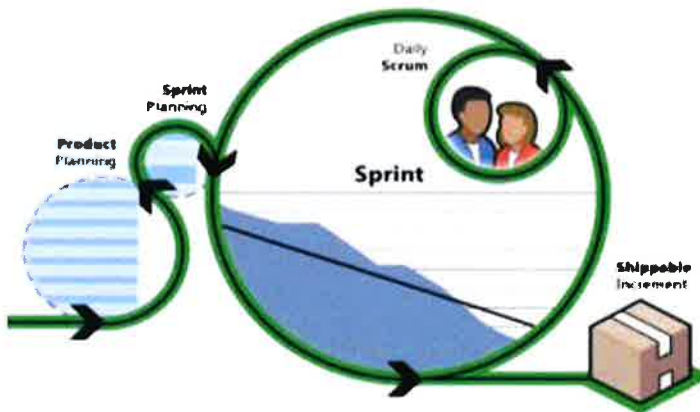
6.4. Approach, deliverables and timeline

6.4.1. Scrum approach

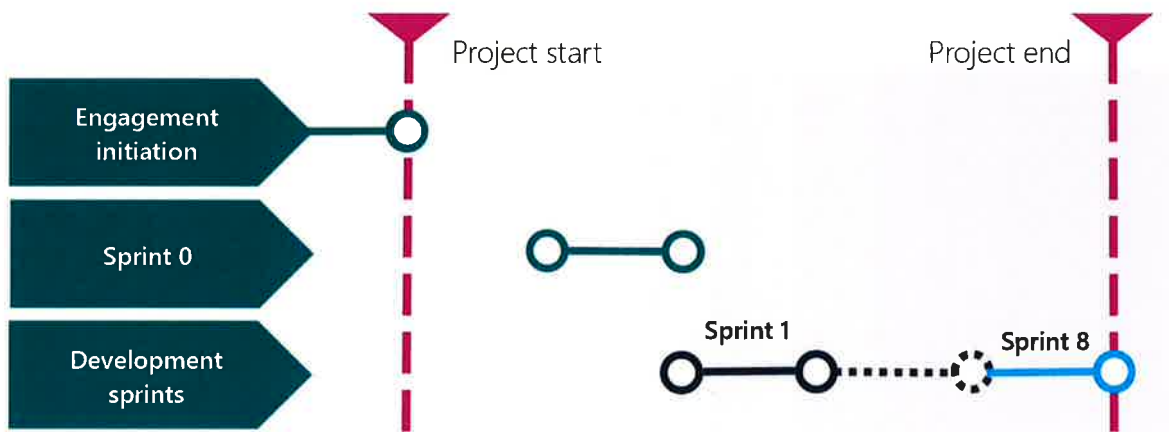
Sprint process

Microsoft will undertake an iterative development approach that is based on a fixed capacity, fixed duration, variable-scope process known as the scrum process (<http://scrumguides.org>). The key tenets are as follows:

- Joint ownership of decisions and risks.
- Short implementation units (sprints).
- Prioritization of business objectives in a product backlog.
- Time-bound planning for each sprint.
- Emphasis on the remaining work.
- Sprints that produce a working solution.
- Sprint demonstrations that are time-restricted and have regular checkpoints.
- Regular retrospective meetings that may be used for course correction.



The high-level timeline of the engagement is depicted in the following image:



Requirements will be captured in the form of personas, user journeys, epics, features and user stories.

Personas describe the roles of the people using the system.

User journeys are simple descriptions of the work processes currently done by the personas, as well as desired future process changes. User journeys are optional and may be created during or after Sprint 0 workshop to gain clarity on complex workflows.

User stories are work items in the product backlog. They have the following elements, at a minimum:

- A single persona who is the primary stakeholder in the outcome of the user story
- A simple description of what the system should do
- A simple description of the value of the result
- A set of acceptance criteria that define when the user story is complete

Optionally, wireframe documents may also be created to supplement user stories if the application requires a high degree of user interface design.

A feature is a higher-level, more abstract description of what the system should do. The sole purpose of features is to categorize user stories. Epics are more abstract than features. The sole purpose of epics is to categorize features. Features and epics are optional and may be used to help organize a large number of user stories.

Engagement initiation

Refer to the Governance Workstream for details.

Sprint 0

The overall goal of Sprint 0 is to build enough of a Product Backlog for at least 1 to 3 sprints with User Stories defined well enough to be built by the team.

Sprint 0 will be 4 weeks in length.

Category	Description
<p>Microsoft activities The activities to be performed by Microsoft</p>	<ul style="list-style-type: none"> • Facilitate an agile workshop through all-day meetings with the Customer. • Review the scope and objectives. • Collaborate with the Customer to refine or baseline: <ul style="list-style-type: none"> ○ A problem statement. ○ Vision statements. ○ Personas. ○ User journeys. ○ Epics and features. ○ User stories for the product backlog. • Create an initial list of non-functional requirements, such as performance and scalability needs. • Help prepare the development environment. • Create initial code assets as an implementation of parts of the solution architecture. • Set up application lifecycle management (ALM) and DevOps that include building, releasing, and deploying a shippable increment. • Collaborate with the Customer on an estimated release plan based on the initial backlog of user stories. • Collaborate with the Customer product owner to create a proposed scope for Sprint 1, including a set of user stories that are ready for sizing, design, and development. • Provide coaching to help the product owner manage the product backlog. • Identify impediments to efficient development, including areas that require more elaboration, like proofs of concept or other architectural discovery tasks. • Identify 3rd party candidate(s) to support streaming data directly from Oracle; create a proposed Spike within Sprint 1 to evaluate and select; create backlog to support Spike & integration • Collaborate with the Customer to create a definition of ready, which is the criteria that determines when a user story that is ready to be developed. • Collaborate with the Customer to create a definition of done, that is, what constitutes completed user stories. That criteria will be used by the team to decide when a story is complete. • Define a test strategy and plan for all in-scope testing defined in the Testing and defect remediation section. If additional testing is determined as necessary during Sprint 0, it may be added following the change management process. • Re-evaluate the estimate of effort after detailing user stories to compare with original estimate and trigger Change Request process, as necessary. • Explore external dependencies. • Create a risk list.

Category	Description
	<ul style="list-style-type: none"> Collaborate with the customer to reassess the original established capacity in light of the refined product backlog. Validate and conduct feasibility check of security procedures and policies identified by the customer during sprint 0.
<p>Customer activities The activities to be performed by the Customer</p>	<ul style="list-style-type: none"> Attend and participate in the workshop sessions. Help define user stories. Provide updated background information, documentation, and business requirements. Identify a Product Owner who is empowered to make business prioritization decisions and act as a single point of contact for requirements questions. This is critical and can delay the project if the Product Owner is not empowered to act within allocated time for decisions. Identify Customer team members who will be available for the duration of the project. Clarify requirements as needed. Prepare the development environment, where necessary. Collaborate with Microsoft to create a proposed scope for Sprint 1. Provide help removing any impediments. Define a UAT process. If the solution will use open source software, identify required approval processes and policies for using open source. Identify all security procedures and policies that the Microsoft Team must comply with.
<p>Key assumptions</p>	<ul style="list-style-type: none"> Customer representatives (especially the product owner) will be available throughout the duration of the workshop. The product backlog will be refined during sprint 0, which may result in changes to overall scope and changes to required capacity. Microsoft will use an industry standard estimation tool and process. Changes might need to follow the Change management process

Delivery sprints

Each development sprint will last four weeks. The final duration for sprints will be determined in collaboration with the Customer during Sprint 0.

Before sprint planning starts, the Customer product owner will collaborate with Microsoft to create a proposed sprint scope. This sprint scope will consist of a set of user stories that Microsoft and the product owner estimate may be completed during the sprint.

The first day of every sprint will be set aside for Sprint Planning for that sprint. (In some exceptional cases, sprint planning may extend past the first day.) The Microsoft team and the Customer product owner will attend. The Microsoft team will lead the meeting and the following activities will take place:

- Each user story will be reviewed by the development team. The development team will determine if there is sufficient information to begin development. They might seek clarification from the Customer product owner. If there is insufficient information to develop a story and the product owner cannot provide clarification during the meeting, the story may be deferred to a later sprint by the development team.
- The development team will determine which user stories may be accomplished during the sprint. If the proposed scope is too large, the team will collaborate with the Customer product owner to defer stories to a later sprint. If the proposed scope is too small, the team will collaborate with the Customer product owner to add user stories. The user stories selected for the sprint are solely determined by the development team.
- The development team will work together to decide how the work will be accomplished. This usually includes design discussions, updates to the architecture, and a breakdown of user stories into tasks.

During the sprint, the development team will build out the solution with planned user stories and architecture, which will be updated, if it is required. Daily standup meetings will be performed by the development team to keep everyone informed and to report any impediments.

During the sprint, if the development team determines that a backlog item cannot be completed within the sprint duration, it will be deferred to a later sprint after consultation with the team and the Customer product owner. If the development team has extra capacity in a sprint, the development team will collaborate with the product owner to select backlog items to be added to the sprint scope. The development team is the sole decision maker on scope changes once the sprint has started.

The last day of the sprint is usually dedicated to demonstrating the functionality that has been achieved in the sprint and to carrying out a retrospective of the sprint. This is conducted in two parts.

- **Sprint review:** a sprint review meeting is held at the end of the sprint to inspect the increment and adapt the product backlog if needed. The product owner and Customer stakeholders will attend to foster collaboration and provide appropriate feedback.
- **Sprint retrospective:** the sprint retrospective is an opportunity for the scrum team to inspect itself and determine if there are any improvements that need to be enacted during the next sprint.

Category	Description
<p>Microsoft activities The activities to be performed by Microsoft</p>	<ul style="list-style-type: none"> • Review the user stories assigned to a Sprint • Microsoft Delivery team will determine whether sufficient information is available for each user story or not. A user story will be flagged if more clarification is needed and unless properly understood it may be decided to defer the user story to later sprints. • The Microsoft Delivery team will determine whether the user stories assigned to a Sprint can all be completed within that Sprint or not based on the available capacity and inter-dependencies across user stories. • Microsoft Delivery team will work collaboratively to design and plan for the implementation of the user stories. • The Microsoft Development team will write and execute automated tests. • Conduct and participate in daily scrum meetings

Category	Description
	<ul style="list-style-type: none"> • Collaborate with the Customer product owner to create a proposed scope for future Sprints, including a set of user stories that are ready for sizing, design, and development. • Provide coaching to help the product owner manage the product backlog. • Identify impediments to development progress • Continuous refinement of the effort estimate (effort remaining) of user stories based on the progress of the development, dependencies and architectural constraints/needs. • Explore external dependencies. • Review and refine the risk list. • Continuous collaboration with the customer to reassess the remaining resource capacity considering the progress of development, refined product backlog and clarity on the requirements. • At the end of a Sprint following activities will be conducted: <ul style="list-style-type: none"> ○ Capacity Burndown: Microsoft team will review along with customer Project Manager, the consumed capacity relative to the total capacity burndown of the project ○ Sprint review: A sprint review meeting is a single meeting held at the end of the sprint to inspect the increment and adapt the product backlog if needed. The Customer product owner (mandatory) and Customer stakeholders (optional) but recommended) will attend. ○ Sprint retrospective: The sprint retrospective is an opportunity for the scrum team to inspect itself and determine if there are any improvements that need to be enacted during the next sprint.
<p>Customer activities The activities to be performed by the Customer</p>	<ul style="list-style-type: none"> • Attend and participate Daily scrum meetings. • Help refine user stories and provide timely clarifications. • Provide updated background information, documentation, and business requirements. • Collaborate with Microsoft to create the proposed scope for future Sprints. • Prepare the rest of the environments- test, UAT and production • Provide help removing any impediments. • Conduct User Acceptance testing. Attend the Sprint Close out meetings
<p>Key assumptions</p>	<ul style="list-style-type: none"> • Customer representatives (especially the product owner) will be available throughout the duration of the Sprint. • The product backlog will be continuously refined in each Sprint, which may result in changes to the overall scope and any changes to the capacity requires a Change Request.

Deliverables

Microsoft will provide the following service deliverables.

Name	Description	Acceptance Required
Sprint completion report	This report lists the in-scope items that have been completed during the sprint, any planned work that was not completed, and any project risks or problems. This report is produced as an output of each sprint.	No

Backlog item acceptance

Backlog items (user stories or bugs) do not require formal sign-off or Customer acceptance when they are completed by the development team. Any defects found in a finished backlog item will be added to the product backlog as a bug and prioritized by the Customer product owner with the other backlog items. A finished backlog item may also prompt the Customer product owner to add additional backlog items to enhance the software.

Timeline

The timeline for this engagement is relative to the project start date. All dates and durations provided are estimates only. The specific timeline will be finalized during Sprint 0 and will be updated as part of core project management activities.

The resource model and contracted hours available will be the primary factor for managing workstream timeline and duration.

The current Microsoft capacity proposed is scoped to a total duration of 34 weeks.

The following figure will represent the distribution of the timeline, where Sprint 0 is of four (4) weeks duration, followed by Data Services and Microservices sprints covering 16 and 24 weeks respectively (with each Sprint of 3 weeks after Sprint 0).



6.4.2. Workstream completion or termination

The project will be considered complete or terminated when at least one of the following conditions has been met:

- All Microsoft activities and in-scope items have been completed.
- The Work Order has been terminated as described in Section 11. Termination in WO GRQJ191-216660-2503031.

Due to the nature of the Microsoft Agile Capacity Model, the final work-product(s) produced at the time of the conclusion of the engagement may or may not include the completion of all of the items in the product backlog identified by the Product Owner/Customer that are out of scope or S3 or S4 defects.

6.4.3. Workstream communication

The following will be used to communicate during this workstream:

- **Communication plan:** this document will describe the frequency, audience, and content of communication with the team and stakeholders. It will be developed by Microsoft and the Customer as part of project planning.
- **Status reports:** the Microsoft team will prepare and issue regular status reports to project stakeholders per the frequency defined in the communication plan.
- **Status meetings:** the Microsoft team will schedule regular status meetings to review the overall project status, the acceptance of deliverables, and open problems and risks, but no less than weekly.
- **Sprint completion report:** the Microsoft project manager will compile sprint completion reports following the completion of each development sprint for distribution to both Customer and Microsoft management.
- **Sprint review meetings:** regular weekly meetings will be held to review the overall project status, the project schedule, and open issues that were noted in the reports.

6.5. Workstream roles and responsibilities

The key workstream roles and the responsibilities are as follows.

Customer

Role	Responsibilities	Project Commitment
Product Owner	<ul style="list-style-type: none"> • Create the initial version of the backlog • Lead backlog creation • Make business decisions • Create backlogs before the start of Sprint and build consensus with Development team • Support the Scrum Master 	Full Time during the initial 10 Weeks, then 60% for the rest of the project
Subject matter experts and stakeholders	<ul style="list-style-type: none"> • Participate in the Sprint 0 workshop. • Can provide guidance to the Customer product owner. 	Part time (20% - 50%)
End Users	<ul style="list-style-type: none"> • Participate throughout the sprint's life cycle • Responsible for validating the quality and functionality of the product increment 	Part time (10% - 20%)
Business Analyst	<ul style="list-style-type: none"> • Define the custom user stories and the definition of done 	Full Time during the initial 10

Role	Responsibilities	Project Commitment
		Weeks, then 60% for the rest of the project

Microsoft

Role	Responsibilities	Project Commitment
Project Manager	<ul style="list-style-type: none"> Coordinate Microsoft resources on the project team Manage the Microsoft project delivery and coordinate the overall project to deliver it according to schedule. Take responsibility for issue and risk management, change management, project priorities, weekly status communication, and the weekly status meeting. Coordinate Microsoft resources and partners subcontracted to Microsoft, including staffing, task assignments, and status reporting. Report on project status on a weekly basis. Coordinate decisions within three (3) business days, or otherwise agreed timeline. 	Part-time
Modern Apps Solution Architect	<ul style="list-style-type: none"> Verify that Microsoft – recommended practices are being followed Serve as architectural lead for the project with overall solution design responsibility. Escalate technical issues for resolution. Take responsibility for the overall quality of all technical activities, including development, infrastructure, interfaces, and solution performance. Assist Scrum Master in resolving needs and roadblocks identified by team members 	Part-time
Data and AI Architect	<ul style="list-style-type: none"> Verify that Microsoft – recommended practices are being followed Serve as architectural lead for the project with overall solution design responsibility. Escalate technical issues for resolution. Take responsibility for the overall quality of all technical activities, including development, infrastructure, interfaces, and solution performance. Assist Scrum Master in resolving needs and roadblocks identified by team members 	Part-time

Role	Responsibilities	Project Commitment
Data and AI Consultant	<ul style="list-style-type: none"> Understand the business domain Understand the existing SOR (related with Prepaid customer) Create models in collaboration with Dynamics 365 team Create transformation rules between existing Db and future model Configure streaming solution to send data to Event Hub in a semi-real time manner Test streaming solution 	Full time (during the related timeframe)
Development Lead	<ul style="list-style-type: none"> Manage the modern apps development team. 	Full-time (during the related timeframe)
Developers	<ul style="list-style-type: none"> Responsible for writing code for assigned modules and features. Test types listed in Testing and defect remediation section. Follow defined development standards and guidelines. Responsible for quality of code written. Participate in peer code review. Help the development lead perform various development activities. Develop automated deployment tools or installers. Responsible for data services design, development, or assigned capabilities and features Follow defined data integration plan Design, develop & model data in support of assigned report requirements. Decompose existing application into microservices 	Full-time (during the related timeframe)
Report Developer (Data and AI)	<ul style="list-style-type: none"> Take responsibility for modification and development of reports, queries, analytics, analysis cubes, and business intelligence 	Full-time
Testing Lead	<ul style="list-style-type: none"> Take responsibility for defining the test strategy jointly with CFX. Responsible for identifying test scenarios jointly with the CFX test or functional lead. Responsible for Test Automation framework. Manage Microsoft test team activities. Conduct testing. 	Full-time (during the related timeframe)
Tester	<ul style="list-style-type: none"> Conduct testing. 	Part-time

Role	Responsibilities	Project Commitment
Technical Quality Assurance Architect	<ul style="list-style-type: none"> Verify that Microsoft-recommended quality assurance best practices are being followed. 	Part-time

6.6. Customer responsibilities and project assumptions

6.6.1. Customer responsibilities

In addition to Customer activities defined elsewhere in the SOW, the Customer is also required to:

- Provide access to people and resources.
 - Acquire and install the cloud capacity that is needed to support the environments as defined in the scope section of this SOW.
- Manage external dependencies.
 - The Customer will facilitate any interactions with related projects or programs to manage external project dependencies.
 - Troubleshoot systems that are not being developed by Microsoft.
 - Confirm regulatory compliance.
 - Provide standard product training.
- Application Changes
 - Any changes needed on the legacy CFX applications to move data to Azure or point to artifacts developed by Microsoft to be done by CFX
 - CFX will collaborate with Microsoft in a microservice layer development that does the triaging of prepaid and postpaid transactions and sends the prepaid requests to the microservices we (Microsoft) develop and sends the postpaid transactions to CFX on prem systems
- Azure foundation work
 - Azure Virtual Networks and Subnets will be built by CFX, Inc. with assistance from the Microsoft Account Team
 - Cloud Foundation setup with assistance from Microsoft Account Team (Azure Subscriptions, Identity, Role-Based Access Control, and Cross Control, and Cross-Site Networking) must be complete before applications team begins work
 - Network traffic will be allowed between on-premise and Azure systems, and any network security configuration necessary to enable ports or protocols required for data transfer or replication will be configured by CFX within three business days of request
- Data Skills
 - After Data / AI team finished by the end of Week 20, CFX will provide Data/AL skilled resources to support the overall program.
- Others
 - Selecting, purchasing, installing, configuring, testing, and supporting the third-party software that will replicate changes in Oracle SOR database to Azure Event Hub
 - Turning on Oracle CDC, testing performance impact, and scaling up Oracle server to compensate for performance impact (if required)

- Installing/enabling On-Premise Data Gateway (if needed)

6.6.2. Workstream assumptions

The project scope, services, fees, timeline, and our detailed solution are based on the information provided by the Customer to date. In addition to the assumptions elsewhere in the SOW, the following assumptions have been made:

- Staffing:
 - We have presumed that most of the design and implementation work will be performed by Microsoft Consulting Services (Microsoft). We have, however, assumed some level of involvement from your personnel as detailed in the Customer responsibilities. We have not accounted for any internal costs of that involvement.
- Other assumptions:
 - CFX resources & stakeholders will be available on a dedicated or on-demand basis in a timely manner
- If localization support is required—support for additional languages, for example—it will be added to the product backlog and implemented as part of regular sprint work.
- Azure services and Azure-supported Microsoft technologies will be used to develop the solution.
- The components to be developed by Microsoft will be cloud hosted.
- After Data Team left by the end of Week 20, CFX will provide skilled data resources to support and program.



EXHIBIT "2"

**State Term Contract
No. 43230000-15-01
For
Microsoft Premier Support and Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Microsoft Corporation (Contractor), collectively referred to herein as the "Parties."

The Contractor is the single source provider for Microsoft Premier Support and Consulting Services. The Department posted a notice of intended single source purchase number 252-000-15-SS on July 14, 2014, and a notice of Intended Decision to enter into a single source contract number 43230000-15-1 on August 25, 2014.

The Department entered into overarching agreements with Contractor, to standardize the use of Microsoft products and services in the State of Florida (State).

Accordingly, the Parties agree as follows:

I. Contract Term.

The Contract shall expire on August 24, 2024, unless terminated earlier in accordance the General Contract Conditions.

II. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

- a) Exhibit A: General Contract Conditions
- b) Exhibit B: Contract Forms
- c) Exhibit C: Single Source No. 252-000-15-SS
- d) Exhibit D: Microsoft Services Agreement

III. Contract Management.

Department's Contract Manager:

Carla McBride
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360

State Term Contract No. **43230000-15-01**
For
Microsoft Premier and Support Services

Tallahassee, Florida 32399-0950
Telephone: (850) 414-6131
Email: Carla.Mcbride@dms.myflorida.com

Contractor's Contract Manager:

John B. Deas
Microsoft Corporation
12012 Sunset Hills Road
Reston, VA 20190
Telephone: [(980) 776-9871]
Email: jdeas@microsoft.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Microsoft Corporation

C5F4FFF6A2E45D
David T. Gallagher

DocuSigned By: David T. Gallagher
David T. Gallagher Director of Contracts

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

Deborah Jones

[Name] _____
1/11/2017

DATE: _____

[Name] _____
1/12/17

DATE: _____

GENERAL CONTRACT CONDITIONS

Table of Contents

SECTION 1. DEFINITIONS..... 1

SECTION 2. CONTRACT TERM AND TERMINATION..... 1

SECTION 3. PAYMENT AND FEES. 2

SECTION 4. CONTRACT MANAGEMENT. 3

SECTION 5. COMPLIANCE WITH LAWS..... 5

SECTION 6. MISCELLANEOUS..... 7

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 8

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. 9

SECTION 9. DATA SECURITY AND SERVICES.11

SECTION 10. GRATUITIES AND LOBBYING.12

SECTION 11. CONTRACT MONITORING.12

SECTION 12. CONTRACT AUDITS.14

SECTION 13. BACKGROUND SCREENING AND SECURITY.....14

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.

State Term Contract

No. 43230000-15-01

Exhibit A

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.**2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.**3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Reserved.**3.3 Payment Invoicing.**

State Term Contract

No. 43230000-15-01

Exhibit A

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

State Term Contract

No. 43230000-15-01

Exhibit A

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE

State Term Contract

No. 43230000-15-01

Exhibit A

SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.**5.1 Conduct of Business.**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability, and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may

State Term Contract

No. 43230000-15-01

Exhibit A

have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other

State Term Contract

No. 43230000-15-01

Exhibit A

agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.**6.1 Notice of Legal Actions.**

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements that will or may affect the Contract within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Reserved.**6.6 Reserved.**

State Term Contract

No. 43230000-15-01

Exhibit A

6.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Reserved.**6.9 Waiver.**

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**7.1 Workers' Compensation Insurance.**

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

State Term Contract

No. 43230000-15-01

Exhibit A

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as a Certificate Holder, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

7.3 Indemnification.

In lieu of any obligation by Contractor to indemnify the Department or Customer under the Contract, a Work Order, Services Description or Statement of Services, Contractor agrees that it will be completely responsible for any costs and damages (as awarded by a court of competent jurisdiction) arising from any claim, lawsuit, or other action to which Contractor's indemnity obligation would otherwise apply.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.**8.1 Public Records.**

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract at any reasonable time and under reasonable conditions unless, the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section, the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) 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

State Term Contract

No. 43230000-15-01

Exhibit A

within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) 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; and

(e) 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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials

State Term Contract

No. 43230000-15-01

Exhibit A

designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Intellectual Property shall be addressed in individual Work Orders, Service Descriptions or Statements of Services.

SECTION 9. DATA SECURITY AND SERVICES.**9.1 Duty to Provide Secure Data.**

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.

State Term Contract

No. 43230000-15-01

Exhibit A

(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Reserved.**9.5 Annual Certification.**

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.**10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.**11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer

State Term Contract

No. 43230000-15-01

Exhibit A

will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made consistent with the applicable State of Services. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Reserved.**11.5 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless such delay was caused by

State Term Contract

No. 43230000-15-01

Exhibit A

the Department or Customer or the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.**12.1 Performance or Compliance Audits.**

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.**13.1 Background Check.**

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening

State Term Contract

No. 43230000-15-01

Exhibit A

will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will 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 in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

**State Term Contract
No. 43230000-15-01
EXHIBIT B: Contract Forms**

Forms included in this Contract:

- Quarterly Reporting (Excel File)
- Contact Information Worksheet
- Ordering Instructions
- Savings / Price Reductions
- Preferred Pricing Affidavit
- Product Update (Excel File)

Quarterly Report (Excel file)



Sales_report_format_(003).xlsx

Contractor Information Worksheet



Contractor_Information_Worksheet.doc

Ordering Instructions



Ordering_Instructions.doc

Savings / Price Reductions



PUR7064_Savings-ReductionVerification.doc

Preferred Pricing Affidavit



Preferred Pricing_Affidavit.docx

Product Update



Product Update_Form.xls

Deliverable Acceptance Form

The Deliverable Acceptance Form (DAF) is used whenever a deliverable is presented to a client. This form serves as documentation the deliverable has been received by the client.

Per the Work Order, Partial Acceptance of deliverables with known defects may be granted and Microsoft acknowledges that those defects must be resolved prior to project completion.

CFX's acceptance of deliverables does not constitute the acceptance or approval of deliverables that subsequently prevents the delivery of a fully functional Microsoft Solution.

Submitted to	Submitted by	Submission date	Acceptance deadline
--------------	--------------	-----------------	---------------------

Deliverable Submission

Name

Reference # (WBS#)

Milestone Name (if applicable)

Description

Acceptance criteria

Test results (only if applicable)

Comments

Deliverable Acceptance

Deliverable acceptance (circle one)

Accept Deliverable

Reject Deliverable with reason (noted below)

Date reviewed

Name of acceptor

Acceptor signature**Conditions for Acceptance (if rejected)**

Reason for rejection (if rejected)

Conditions for acceptance



Project Change Request Form

[Type Subject Here]

Prepared for

[Type Customer Name Here]

5/30/2019

Version 1 Draft

Prepared by

[Type Author Here]

[Type Author Position Here]

[Type Author Email Here]

Contributors

[Type Contributors Here]

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Revision and Signoff Sheet

Change Record

Date	Author	Version	Change Reference
		1	Initial draft for review/discussion

Reviewers

Name	Version Approved	Position	Date

Table of Contents

Project Change Request Form.....	5
Estimated Impact of Investigation	6
Approve/Reject for Investigation.....	6
Approvals	7
Impact of change on other Requirements/Solution Components.....	8
Estimated Impact of Implementation	9
Approver Comments.....	9
Approve/Reject for Implementation	10
Approvals	11
Appendix	12

Project Change Request Form

This Change Request to the Statement of Work (SOW) is made pursuant to the Work Order No. CLICK HERE AND TYPE WO#, dated CLICK HERE AND TYPE WO DATE, by and between CLICK HERE AND TYPE CUSTOMER NAME ("Customer," "you," "your") and Microsoft Corporation or its affiliate ("Microsoft," "us," "we," "our"). The terms of the SOW are incorporated herein by this reference. As described in the Work Order, the CFX Sponsor has the authority to agree to changes that do not impact the cost of the project or the project schedule. Any material Project Change Request must be through a formal written amendment to the Work Order.

Table: Change Request

Change Requested			
Change Request No:	Click here and type.	Project Area affected:	Click here and type.
Date Initiated:	Click here and type.	Date Required:	Click here and type.
Name of Requestor:	Click here and type.	Contact Phone:	Click here and type.
Description of Change Request:	Click here and type the description		
Justification for Change Request:	Click here and type the reason		

Estimated Impact of Investigation

Table: Estimated Impact

Resource	Time (hours)	Rate	Estimated Cost
Click here and type.	Click here and type.	Click here and type.	Click here and type.
Expense Description			
Click here and type.			Click here and type.
TOTAL ESTIMATED COST OF INVESTIGATION:			Click here and type.

Approve/Reject for Investigation

Change Request

Approved

Rejected

Disposition : Change

Impact of change on other Requirements/Solution Components

Table: Impact Analysis

Brief Description of Change	Impact of change on other Requirements/Solution Components (Give the reference)	Impacted artifacts
Click here and type.	Click here and type.	Click here and type.

Estimated Impact of Implementation

Table: Project Impacts

Tradeoff Matrix	Impact on Project
Scope:	Click here and type.
Resources:	Click here and type.
Schedule:	Click here and type.

Table: Fee and Expense Impact

Resource	Time (hours)	Rate	Estimated Cost
Click here and type.	Click here and type.	Click here and type.	Click here and type.
Expense Description			
Click here and type.			Click here and type.
TOTAL ESTIMATED COST:			Click here and type.

Approver Comments

Click here and type.

Approve/Reject for Implementation

Change Request

Approved

Rejected

Disposition: Change

Approvals

For CLICK HERE AND ENTER CUSTOMER NAME:

CLICK HERE AND TYPE SIGNER'S NAME, TITLE

Date

For Microsoft:

MSFT Project Manager

Date

MSFT Partner Project Manager (optional)

Date

For Internal Microsoft Use Only

QA Manager review required?

Yes

No

SBD review required?*

Yes

No

*SBD review might be required if an amendment to the Work Order and/or SOW is needed. A formal amendment to the Work Order and/or SOW is required if you have expressly identified specific terms and conditions in the Work Order and/or SOW that you are now changing. Contact your SBD Exec if you have questions or need help determining whether a formal amendment is needed.

Appendix

Table: Proposed Changes to SOW

From:

Click here and type.

To:

Click here and type.

From:

Click here and type.

To:

Click here and type.

Customer Name

Dynamics 365 Technical Design Document

Prepared for

[Customer Name]

Project

[Project Name]

Prepared by

[Name]

Contributors

[Document contributors]

Revision and Signoff Sheet**Change Record**

Date	Author	Version	Change reference

Reviewers

Name	Version reviewed	Position	Date

Approvers

Name	Version reviewed	Position	Date

Table of Contents

Table of Contents

Table of Contents.....	1
1 Overview.....	4
1.1 Objective	4
1.2 Audience.....	4
1.3 Acronyms & Abbreviations.....	4
1.4 References.....	4
1.5 Purpose and Overview	4
1.5.1 Requirement Overview	4
1.5.2 Solution Overview	4
<Provide the solution approach of this design>.....	4
2 Entry and Exit Criteria.....	5
2.1 Entry Criteria Checklist.....	5
2.2 Exit Criteria Checklist.....	5
3 Estimates (Hours).....	6
4 Data Model (Operations).....	7
4.1 Data Diagram.....	7
4.2 Detailed Design	7
4.2.1 Extended Data Types.....	7
4.2.2 Base Enums	7
4.2.3 Tables.....	7
4.2.4 Queries	9
4.2.5 Datasets	10
4.2.6 Views	10
5 Classes and Interface description (Operations).....	12
5.1 <Class Name>	12
6 UI Design (Operations)	13
6.1 <Form Name >	13
7 Menu items (Operations).....	14
8 Menus (Operations).....	15
8.1 Menu Name:.....	15
9 Detailed web design (Operations).....	16
9.1 Web Controls.....	16
9.1.1 <Name>.....	16
	9.1.1.1. Data Source
	¹ Controls..... 16



Microsoft

- 9.1.1.2 Methods..... 16
- 9.2 EP Page Definitions..... 16
 - 9.2.1 <Page Name> 16
 - 9.2.1.1 Web Parts..... 16
- 10 Detailed Report Design and reporting Solutions..... 17**
 - 10.1 Operations..... 17
 - 10.1.1 <Name of Report>..... 17
 - 10.1.1.1.1 Dataset - <Name of Data Set> 17
 - 10.1.1.1.3 Report Data Provider design <Name of RDP Class> 17
 - 10.1.1.2 Parameters..... 18
 - 10.1.1.3 Report design..... 18
 - 10.1.1.4 Visual Layout..... 18
 - 10.2 Customer Engagement 18
 - 10.2.1 Architecture (logic design)..... 18
 - 10.2.2 Architecture (physical design) 18
 - 10.2.3 Data Sources (running systems)..... 19
 - 10.2.4 Data load from online to Staging..... 19
 - 10.2.5 Data from staging database to Report Data Warehouse 19
 - 10.2.6 Reports..... 19
 - 10.2.7 Dimension Modeling..... 19
 - 10.2.8 Data Access 19
 - 10.2.9 Online Reports Access..... 19
 - 10.2.10 Solution Design/Implementation 19
- 11 Detailed workflow design (Operations)..... 20**
 - 11.1 Workflow Instance 20
 - 11.1.1 Workflow approvals 20
 - 11.1.2 Workflow type..... 20
 - 11.1.3 Workflow states 21
 - 11.1.4 Workflow roles 21
 - 11.1.5 Approvals 21
- 12 Data MODEL (Customer Engagement) 22**
 - 12.1 <Entity> 22
 - 12.1.1 Family..... 22
 - 12.1.1.1 Form Scripts..... 22
 - 12.1.1.2 Plug-in Customization 22
 - 12.1.1.3 Workflows..... 22
 - 12.1.1.4 Custom Actions 23
 - 12.1.1.5 Business Rules..... 23
 - 12.1.1.6 Web Resources..... 23
 - 12.1.1.7 Advanced Customizations..... 23



- 13 Integrations (Customer engagement) 25**
 - 13.1 <-MIS Services Integration 25
 - 13.1.1 MIS Services Integration 25
 - 13.2 Device Integration 25
 - 13.2.1 <Device> 25
 - 13.2.1.1 Documentation, Drivers, and Application 25
 - 13.2.1.2 Data Specification and Mapping 25
 - 13.2.1.2.1 <Data Instance> 25
 - 13.2.1.3 Wrapper Design 25
 - 13.2.1.3.1 <Function Name> 25
- 14 Security design 26**
 - Security Roles 26
 - 14.1.1 26
 - 14.1.2 Duties 26
 - 14.1.3 Privileges 26
 - 14.1.4 Process Cycles 26
- 15 Error handling 27**
- 16 Unit Test 28**
- 17 Performance 29**
- 18 Requirement Fulfillment Matrix 30**
- 19 Upgradability 31**
- 20 Assumption and Dependencies 32**

1 OVERVIEW

1.1 Objective

This document provides a comprehensive and detailed Low Level Design of the system, using number of different technical components to depict different features of the system

1.2 Audience

Enterprise Architecture

Business Sponsor

Project Manager and Project Team

Build Team

Support Team

1.3 Acronyms & Abbreviations

Acronym/Term	Description

1.4 References

Document/URL	Brief Description
Functional Design Document	Functional Design Document(s) describes the implementation approach of the business requirements collected to ensure the end product meets the business objectives.

1.5 Purpose and Overview

This document specifies technical details regarding the components involved in a MS implementation. It serves as a blueprint to the programmers to follow, provides guidance to the software developers, and discusses customizing certain components on top of Dynamics 365. This document is designed to be used in conjunction with functional design document.

1.5.1 Requirement Overview

<This section needs to provide high level Functional requirement addressed in this technical design>

1.5.2 Solution Overview

<Provide the solution approach of this design>

2 ENTRY AND EXIT CRITERIA

Fill the Entry Criteria Check List before starting the TDD, Exit Criteria Checklist should be filled for completion of TDD

2.1 Entry Criteria Checklist

Criteria	Owner	Completed
FDD clearly defines the standard feature along with identified Gaps, which needs to be bridged technically using a particular FDDs	Application consultant	<input type="checkbox"/>
Customer reviewed and signed off Role Based FDD is available	Application Consultant	<input type="checkbox"/>
High level Design Approach and feasibility is agreed upon with Development lead (e.g. if it is integration work then whether it will be file based integration or web service)	Development Consultant	<input type="checkbox"/>
Security matrix is available in FDD	Application Consultant	<input type="checkbox"/>
TDD preparation Estimates	Development Consultant	<input type="checkbox"/>
Dependencies of other FDDs are identified and synched with	Application consultant	<input type="checkbox"/>
Test cases are available in FDD	Application consultant	<input type="checkbox"/>
FDD walkthrough with developer	Application consultant	<input type="checkbox"/>

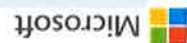
2.2 Exit Criteria Checklist

Criteria	Owner	Completed
TDD is reviewed and signed off by Development Lead	Development Consultant / Development Lead	<input type="checkbox"/>
Traceability matrix between FDD and TDD	Development consultant working on TDD	<input type="checkbox"/>
Review of traceability matrix with application consultant	Application consultant / Development consultant	<input type="checkbox"/>

Design	Development	TQA /PMX /review	Test/QA	Help Text/ Documentation	Deployment	Total

[Description: The Estimates to be provided by the Developers.]

3 ESTIMATES (HOURS)



4 DATA MODEL (OPERATIONS)

4.1 Data Diagram

**Optional. The recommendation is that team should create an ER diagram in case there is a complex data modeling requirement which includes multiple related tables and processes to insert/update data in those tables. If you choose to create an entity-relationship data model in Visio, please include the link in this document.*

4.2 Detailed Design

4.2.1 Extended Data Types

4.2.1.1 <Name>

Property	Value
Extends	
Label	
HelpText	
Other Relevant Properties	

4.2.2 Base Enums

4.2.2.1 <Name>

Change Type: <Add, Modify>

Property	Value
Label	
Help	

Enumeration

Name	Enum Value	Label
	0	
	1	
	2	
	3	

4.2.3 Tables

<Name>

Change Type: <Add, Modify>

4.2.3.1.1 Properties



Property	Value
Configuration Key	
Max Access Mode	
Label	
Primary Index	
Clustered Index	
Table Group	
Title Field 1	
Title Field 2	
OCC Enabled	
Cache Lookup	
Save per company	
Replacement Key	
Support Inheritance	
Extends	
Other Properties*	

* In Other properties mention the properties Important to your feature e.g. Analysis Usage in case you are intending to use this table for OLAP data.

4.2.3.1.2 Fields

Field Name	(Extended) Data Type	Change Type	Configuration Key (highlight keys which can be disabled when the table configuration key is enabled)	Other Properties

4.2.3.1.3 Field Groups

Field Group Name	Fields	Justification

4.2.3.1.4 Indexes

Index	Allow Duplicates	Fields	Justification

4.2.3.1.5 Relations

Relation	Table	Validate	Cardinality	Related Table Cardinality	Relationship Type	Other properties

4.2.3.1.6 Delete Actions

Table	Delete Action

4.2.3.1.7 Methods

Method Name	Method Signature	Pseudo Code	Remarks

4.2.4 Queries

4.2.4.1 <Name of Query>

Overview: Description of query with need justification

Change Type: Add / Modify

Visual Metadata (Mandatory): provide the tree structure using bullet list to show the query structure.

4.2.5 Datasets

<Name of DataSet>

Change Type: Add/Modify

4.2.5.1.1 Data Sources

Data Source Name	Table	Join data source	Join mode	Other Properties
------------------	-------	------------------	-----------	------------------

4.2.5.1.2 Methods

Location: Path within dataset

Description:

4.2.5.1.3 Business Logic in Datasets

State and justify all logic added to the Dataset

Business Logic	Comments
----------------	----------

4.2.6 Views

<Name of View>

Overview: Description of View with need justification

Change Type: Add / Modify

Visual Metadata (Mandatory): provide the tree structure using bullet list to show the query structure.

4.2.6.1.1 Fields

Field Name	Data Source	Data Field	Other Properties

4.2.6.1.2 Field Groups

Field Group Name	Fields	Justification

4.2.6.1.3 Methods

Method Name	Method Signature	Pseudo Code	Remarks

5 CLASSES AND INTERFACE DESCRIPTION (OPERATIONS)

5.1 <Class Name>

5.1.1.1 Class Overview

Provide High level overview of class

5.1.1.2 Class Methods

Provide Detail of Methods

Method Name	New?	Code	Additional comments
ClassDeclaration	New	Pseudo code. Do not use X++ code	

6 UI DESIGN (OPERATIONS)

6.1 <Form Name >

Visual design:

Change Type: Add/Modify

Template:

6.1.1 Data Sources

Data Source Name	Table	Join datasource	Join mode	Other Properties

6.1.2 Parts

6.1.3 Permissions

6.1.4 Methods

Location: Path within Form

Method Description

Method Name	New?	Code	Additional comments
	New (if new)	Pseudo code. Do not use X++ code	

7 MENU ITEMS (OPERATIONS)

Name	Label	Object Type	Object	Addl Remarks

8 MENUS (OPERATIONS)

8.1 Menu Name:

Path: > >

Menu Item	Description	Placement
-----------	-------------	-----------

9 DETAILED WEB DESIGN (OPERATIONS)

9.1 Web Controls

9.1.1 <Name>

<Provide Details of the Web Control>

9.1.1.1 Data Source Controls

Data Source Control Name	Supported Views	Other Properties

9.1.1.2 Methods

<Provide Methods for web control>

9.2 EP Page Definitions

9.2.1 <Page Name>

Visual design

Change Type: Add

9.2.1.1 Web Parts

Web Part Name	Content Item (optional)	Other Properties

10 DETAILED REPORT DESIGN AND REPORTING SOLUTIONS

10.1 Operations

10.1.1 <Name of Report>

Change Type: Add/Modify

Description:

Property	Value
Report library	Give Report Project
Report library type	New / Existing
Paper Size	
Font Size	Header - ? Body - ? Footer - ?
Accessible from EP	Yes* / No

Other Properties

Yes* - specify the objects like URL and other web related objects in other properties section

10.1.1.1 SSRS Datasets

Describe all datasets that are used in the report.

10.1.1.1.1 Dataset - <Name of Data Set>

Repeat this section for each dataset

10.1.1.1.2 Properties

Name	Value
Data Source	Dynamics AX / OLAP
Data Source Type	Query / Data Set / Enum / RDP
Query	Final Query at Report

10.1.1.1.3 Report Data Provider design <Name of RDP Class>

This section is required if a "ReportDataProvider" data source type is used in SSRS dataset

10.1.1.1.4 Report data schema

Describe the data tables used as part of the schema in report data provider class.

Data table	Table type

Table used in RDP

Normal / Temp

10.1.1.1.5 *Methods*

Method Name	New?	Code	Additional comments
ClassDeclaration	New	Pseudo code. Do not use X++ code	

10.1.1.2 Parameters

10.1.1.2.1 *Parameter - <Name of Parameter>*

Repeat this section for each parameter, list any of the properties that are *not* the default value

Property	Value
----------	-------

Allow Blank	
Data Type	
Default Value	
Multi Value	
Nullable	
Prompt String	
Values	
Visibility	

10.1.1.2.1.1 Parameter Validation

Describe parameter validation rules.

10.1.1.3 Report design

Design type	Justification
Auto Design / Precision Design	If Precision Design was used please provide reason

10.1.1.4 Visual Layout

10.2 Customer Engagement

10.2.1 Architecture (logic design)

Provide Visio diagram describes high level architecture diagram for the Reporting Solution, including data sources. Attach file and describe the data sources used below.

10.2.2 Architecture (physical design)

Provide Visio diagram describing physical architecture of Reporting Services Solution. Attach file and describe the different parts below.



10.2.3 Data Sources (running systems)

Insert the main data Sources being used for loading data into the Data mart.

10.2.4 Data load from online to Staging

Attach document/details referring to how data is imported to staging database.

10.2.5 Data from staging database to Report Data Warehouse

Attach document/details referring to how the data is imported and the scheduling process.

10.2.6 Reports

ID	Title
----	-------

10.2.7 Dimension Modeling

Provide document/details referring dimension modeling.

10.2.8 Data Access

Provide document/details referring to the various means of how data is accessed by end user.

10.2.9 Online Reports Access

Provide document/details referring to how the reports will be exposed to the end user.

10.2.10 Solution Design/Implementation

User Story ID	
Description	
Comment	
TFS ID	

11 DETAILED WORKFLOW DESIGN (OPERATIONS)

11.1 Workflow Instance

11.1.1 Workflow approvals

<Approval Name>

Change Type: Add / Modify
 Add a section for each approval

Outcome	Enabled? (y/n)	ActionWebMenuItem	EventHandler
---------	-------------------	-------------------	--------------

- Approve
- Deny
- Reject
- RequestChange

11.1.2 Workflow type

11.1.2.1 <Name of type>

Change Type: Add / Modify
 Add a section for each template

11.1.2.1.1 Properties of type

Property	Value
Label	
Help text	
Category	
Configuration key	
Query	

11.1.2.1.2 Menu items

Action	Menu item	Class
Cancel (Win)		
Cancel (EP)		
SubmitToWorkflow (Win)		
SubmitToWorkflow (EP)		

11.1.2.1.3 Event handlers

Action	Class
StartedEventHandler	
CompletedEventHandler	
CanceledEventHandler	
ConfigDataChangeEventHandler	

11.1.3 Workflow states

Name in code	Name in US-EN UI	Description
--------------	------------------	-------------

Valid workflow state transitions

Action	From state	To state	Roles who can perform state transition (class/method name if in code, or "auto" is executed by workflow infrastructure)	Description
Submit	Not yet in workflow	Submitted	Submitter	Initial creation of workflow work item
Cancel	Submitted	No longer in workflow	Submitter	Effect of "Cancel" action
n/a	Submitted	Pending	Auto	Done by workflow processor
(add rows as needed)				

11.1.4 Workflow roles

Name	Description
Submitter	Person creating the workflow work item
Approver	Person or persons approving or rejecting the work
(add rows as needed)	

11.1.5 Approvals

Name
Name of Approval
(add rows as needed)

12 DATA MODEL (CUSTOMER ENGAGEMENT)

12.1 <Entity>

12.1.1 Family

12.1.1.1 Form Scripts

This section describes actions to be taken on a specific event using client side programming model.

Entity	Account(Family)
Attribute	
Trigger Point	
Description	
Action	
TFS ID	

12.1.1.2 Plug-in Customization

A plug-in is custom business logic (code) that can be integrated with Microsoft Dynamics 365 to modify or augment the standard behavior of the platform.

Entity	Family
Message Type	
Execution Mode	
Description	
Filter attributes	
Execution Condition	
Action	
Execution Context	
Exclusion	
TFS ID	

12.1.1.3 Workflows

A workflow enables you to create and manage your automated and interactive business processes. Microsoft Dynamics 365 offers developers a mechanism to extend and customize the standard behavior of processes to achieve the functionality that business applications require by developing custom components.

Name	<process>
Mode	
Description	
Entity	
Action	
TFS ID	

12.1.1.4 Custom Actions

Custom actions are used to extend the functionality of Microsoft Dynamics 365. Actions are typically used to add new domain specific functionality to the organization web service or to combine multiple organization web service message requests into a single request.

Entity	Family
Message Type	
Execution Mode	
Description	
Filter attributes	
Execution Condition	
Action	
Execution Context	
Exclusion	
TFS ID	

12.1.1.5 Business Rules

Business rules allow for defining logic that takes place in a form. Business rules provide an alternative to form scripts because they can be defined within a user interface without writing code.

Name	<business rule>
Condition	
Action	
TFS ID	

12.1.1.6 Web Resources

Web resources represent files that can be used to extend the Microsoft Dynamics 365 web application such as html files, JavaScript, and Silverlight applications. You can use web resources in form customizations, the **SiteMap**, or the application ribbon because they can be referenced by using URL syntax.

List if applicable.

12.1.1.7 Advanced Customizations

Advanced Customizations include ribbon customizations, visibility rules, actions performed, site map changes, etc.

Name	Ribbon: <custom action>
Label	
Visible Rule	
Action	
TFS ID	

12.1.1.8 Field Level Security



business impact fields to specific users and teams. For example, this is used to enable only certain users to read or update the credit score for a customer. Field-level security can be applied to both custom fields and many out-of-box fields.

List if applicable.

14 SECURITY DESIGN

Use these questions to guide this section to create a brief synopsis of a uniform security strategy.

What are the principal objectives to providing a secure environment?

What compromises in security are necessary for user convenience, usability and performance?

What specific security tools and technologies will be implemented within the solution?

14.1.1 Security Roles

Name	Duties	Addl Remarks

14.1.2 Duties

Name	Privileges	Addl Remarks

14.1.3 Privileges

Name	Entry Points	Access Level	Addl Remarks

14.1.4 Process Cycles

Name	Duties	Addl Remarks

15 ERROR HANDLING

16 UNIT TEST

List all unit tests for the current technical feature below.

Feature #	Description	Test Step	Input	Output
1	Sum Function	1. Open Screen 2. Give the numbers to be added 3. Press Sum Button 4. Validate the results	2,3	5

17 PERFORMANCE

List any performance requirements that needs to be incorporated into the technical solution below.

18 REQUIREMENT FULFILLMENT MATRIX

Fill the Requirement Fulfillment matrix below to bind Development with the Functional requirement.

Functional Requirement	Objects #1	Objects #2	Objects #3	Objects #4
FR #1	Yes		Yes	
FR #2		Yes		
FR #3	Yes			Yes
FR #4			Yes	Yes

19 UPGRADABILITY

List any upfront upgradability challenges or requirements to the current Technical Design below.

20 ASSUMPTION AND DEPENDENCIES

List the assumption and dependencies for the current technical design below.

Customer Name

Functional Design Document

FDD #####

Prepared for
<Client>

Project
<Dynamics 365 Project Name>

Prepared by:
<Name>

Contributors:
<Name(s)>

Date: **DD/MM/YYYY**

Version: **x.x**

FDD Change Record			
<u>Date</u>	<u>Author</u>	<u>Version</u>	<u>Change Reference</u>
DD/MM/YYYY	[Name]	1.0	Initial Draft
Client Review and Approval			
<u>Name</u>	<u>Version Approved</u>	<u>Date</u>	<u>Position</u>

Related Documents:

Document Name	Version	Date

Table of Contents

1	EXECUTIVE SUMMARY	1
2	INTRODUCTION	2
2.1	PURPOSE	2
2.2	REFERENCE DOCUMENTS	2
2.3	ABBREVIATIONS AND GLOSSARY OF TERMS	2
2.4	AUDIENCE / STAKEHOLDERS	2
2.5	FDD / DESIGN CLASSIFICATION	2
3	DESIGN SCOPE.....	3
4	ASSUMPTIONS AND CONSTRAINTS.....	4
5	DESIGN (CUSTOMER ENGAGEMENT).....	5
5.1	PROCESS DEFINITION / BUSINESS PROCESS FLOWS	5
5.2	SYSTEM INTEGRATION	5
5.3	ENTITY DESIGN.....	5
5.3.1	<i>Entity-Relationship Summary</i>	5
5.3.2	<i>Entity-Relationship Details</i>	5
6	DESIGN (OPERATIONS).....	6
6.1	BUSINESS PROCESS FLOW	6
6.2	REQUIREMENTS & RULES.....	ERROR! BOOKMARK NOT DEFINED.
6.3	MODIFICATIONS TO FORMS, SCREENS OR BUSINESS LOGIC	6
6.4	SYSTEM INTEGRATION	6
6.5	OTHER.....	6
7	CONFIGURATIONS.....	7
7.1	BUSINESS UNIT HIERARCHY.....	7
7.2	TEAMS.....	7
7.3	QUEUES.....	7
7.4	SECURITY ROLES.....	7
7.5	HIERARCHY SECURITY	7
8	TEMPLATES.....	8
8.1	DATA TEMPLATES.....	8
8.2	EMAIL TEMPLATES.....	8
8.3	MAIL MERGE TEMPLATES.....	8
8.4	ARTICLE TEMPLATES	8
8.5	CONTRACT TEMPLATES.....	8
9	ERROR HANDLING.....	9
10	TEST SCRIPTS	10
11	APPENDICES.....	11

1 Executive Summary

The Functional Design Document (FDD) includes the following:

- The intended functionality to be developed within Dynamics 365 for use by <Client>.
- Screens showing the point of view of an administrative user showing full functionality
- <>

2 Introduction

2.1 Purpose

The purpose of this document is to describe the functional implementation of the requirements identified by <Client> and Microsoft.

2.2 Reference Documents

The following documents are referenced in this document or provide additional details on content in this document:

Document	Description

2.3 Abbreviations and Glossary of Terms

Abbreviation	Explanation

2.4 Audience / Stakeholders

Name	Position

2.5 FDD / Design Classification

Design Classification	Type In Yes or No to One or More of the Lines Below
Creation or Modification to Dynamics Processes or Logic	<i>Y or N</i>
Customizations to Dynamics Forms / Screens	<i>Y or N</i>
Integration	<i>Y or N</i>
Creating or Modifying Dynamics Reports or Inquiries	<i>Y or N</i>

Table 1: FDD / Design Classification

3 Design Scope

Please list the relevant gap/fit requirements to be discussed in the scope of this FDD.

4 Assumptions and Constraints

Please list any design assumptions or constraints.

Assumption#	Assumption description
1	The payment file location on the Accounts payable parameter page must be valid.
2	

5 Design (Customer Engagement)

5.1 Process Definition / Business Process Flows

Insert the relevant master Business Process Design diagram that captures this specific process. Provide step by step instructions (with screen captures) documenting how the process is intended to work.

5.2 System Integration

5.3 Entity Design

The list of attributes, form layouts, view layouts, charts/dashboards etc. will be extended upon during the design workshops / development process. Most of the screenshots in this document are representative only and may get replaced with actual implementation during the iterative development phases.

5.3.1 Entity-Relationship Summary

5.3.1.1 Case and Related Entities

5.3.1.2 Case Categorization Related Entities

5.3.2 Entity-Relationship Details

5.3.2.1 <Entity Name 1>

5.3.2.1.1 Information

5.3.2.1.2 Attributes

5.3.2.1.3 Relationships

5.3.2.1.3.1 1:N Relationship

5.3.2.1.4 Forms

5.3.2.1.4.1 <Form-1>

5.3.2.1.5 Views

5.3.2.1.5.1 <View-1>

5.3.2.1.6 Ribbon Configuration

5.3.2.1.7 Declarative Workflows, Dialogs, and Actions

5.3.2.1.7.1 <Workflow-1>

5.3.2.1.8 Business Rules

5.3.2.1.8.1 <Rule-1>

5.3.2.1.9 Charts

5.3.2.1.10 Auditing

5.3.2.1.11 Field Level Security

6 Design (Operations)

6.1 Business Process Flow

Insert the relevant master Business Process Design diagram that captures this specific process.

6.2 Modifications to forms, Screens or Business Logic

Provide step by step instructions (with screen captures) documenting how the process is intended to work.

6.3 System Integration

Insert any system integration design details.

6.4 Other

Eg. Report and BI, general settings, Security, etc.

7 Configurations

7.1 Business Unit Hierarchy

The proposed business unit hierarchy shows all levels of Business units. Visibility and access to records for users is determined by their business unit affiliation.

7.2 Teams

The proposed business unit hierarchy that shows all levels of Business units. Visibility and access to records for users is determined by their business unit affiliation.

7.3 Queues

Each business unit and team will have its own default queue created. Additional queues will need to be defined as per business clarification for purposes of dividing work load.

7.4 Security Roles

<Insert Security Roles identified along with role grouping and how to accomplish these security requirements>

7.5 Hierarchy Security

Requirements for Hierarchy Security

8 Templates

Please use the sections below applicable to your project. Delete the ones you no longer need.

- 8.1 Data Templates
- 8.2 Email Templates
- 8.3 Mail Merge Templates
- 8.4 Article Templates
- 8.5 Contract Templates

9 Error Handling

Document all potential error scenarios and the expected messaging for each. See example below:

The process should follow the requirements and business rules listed in this document. If the procedure encounters an error during processing, Dynamics 365 should create an Infolog with the following descriptions.

Error #	Error description	Infolog error message
1	The payment file location on the Accounts payable parameter page must be valid.	"Invalid file location"
2		

10 Test Scripts

A list of test cases and a reference to the test scripts to be found within the project operations tool (VSTS)

1. Test Work Package#1

Action	Expected result
Prerequisite: <ul style="list-style-type: none"> ✓ AR Parameter XXX Ticked ✓ GL Parameter XXX Ticked 	
a. Menu Path > ... > Click Post Journal	1. Journal Posted Successfully
b.	2.
c.	3.

2. Test Work Package#2

Action	Expected result
Prerequisite: <ul style="list-style-type: none"> ✓ None 	
a. Menu Path > ... > Click Create New Button	1. Create New Dialog Appears
b.	2.
c.	3.

11 Appendices

Insert any additional information necessary for development and testing, or to provide background on the proposed solution (ex: 3rd party software documentation).

**DESCRIPTION OF INTENDED
SINGLE SOURCE PURCHASE
(PUR 7776)**

AGENCY: Florida Department of Management Services

TITLE

Short description of the commodity or service desired: Microsoft Software and Services

CONTACT

Name: Lori Alberstadt, Purchasing Specialist Supervisor
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone: 850-488-4945
Email: Lori.Alberstadt@dms.myflorida.com

Internal tracking number, if any: 252-000-15-SS (Number for Microsoft single source portion)

Date posted: 07/14/2014

Last day for receipt of information: 07/23/2014 01:30PM

This description of commodities or contractual services intended for purchase from a single source is posted in accordance with section 287.057(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate):

43230000 Software
80101507 Information Technology Consultation Services

Quantity or Term (as appropriate):

Ten years (LAR contract will be for five years plus up to five renewal years.)

Requestor (division, bureau, office, individual, as appropriate):

Division of State Purchasing

Performance and/or Design Requirements (intended use, function or application, compatibility etc. requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate):

The State intends to negotiate with Microsoft to determine 1) the appropriate Master Agreements for all Microsoft products, 2) to set pricing for the Large Account Resellers, and 3) to determine appropriate levels for consulting services that will be provided directly from Microsoft.

Intended source (vendor, contractor):

Microsoft Corporation

Estimated Dollar Amount:

\$100,000,000.00 over a ten year period.

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate):

Microsoft is the only company that can offer Microsoft software agreements. It is imperative that the State conduct negotiations with Microsoft to determine which agreements are appropriate to meet the needs of

the state and to set the amount that the Large Account Resellers will pay to Microsoft in order to obtain a large discount for the state.

Approved By (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing):

Lori Alberstadt, Purchasing Specialist Supervisor

Michael Greif, Assistant General Counsel

Kelley Scott, Director of State Purchasing and Chief Procurement Officer

Prospective vendors are requested to provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s.120.57(3) FS, if the amount of the contract does not exceed the threshold amount provided in s.287.017 for CATEGORY FOUR.
2. Request approval from the Department of Management Services for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s.287.017 for CATEGORY FOUR. If the Department of Management Services approves the agency's request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s.120.57(3), FS.

EXHIBIT "3"

FY19 U.S. Public Sector Published Price List
Microsoft Consulting Services

Effective Date:
September 1, 2018

Prepared by:
David Gallagher
Director of Contracts
dgallagh@microsoft.com
12012 Sunset Hills Road
Reston, VA 20190
(703) 673-7871
(425) 708-0482 (Fax)

1.0 Microsoft Services Background

Microsoft Consulting Services (MCS) has been an integral part of Microsoft since 1990, helping thousands of large organizations worldwide build and implement information technology solutions. MCS Practices are located at Microsoft field offices around the world.

1.1 Public Sector Mission

Our mission is to serve as Trusted Technical Advisors and Architects to Microsoft Public Sector Customers and Partners, helping them architect, plan, design and implement solutions leveraging Microsoft products, tools and technologies. MCS Consultants work with customers on specific projects and strategic initiatives and enable customers to gain knowledge in Microsoft product sets and methodologies to build self-sufficiency over time. MCS is the appropriate Microsoft resource to utilize when customer project requirements demand direct Microsoft involvement.

1.2 Microsoft Services Rates

<u>MCS Labor Category</u>	<u>Hourly Rates</u>	<u>Hourly Rates (Cleared)</u>
DIGITAL ARCHITECT	\$314.00	\$324.00
SOLUTION ARCHITECT	\$314.00	\$324.00
PRINCIPAL CONSULTANT	\$301.00	\$311.00
SENIOR CONSULTANT	\$288.00	\$298.00
CONSULTANT	\$259.00	\$269.00
ASSOCIATE CONSULTANT	\$226.00	\$236.00
ACCOUNT DELIVERY EXECUTIVE	\$276.00	\$286.00
SENIOR PROJECT MANAGER	\$288.00	\$298.00
PROJECT MANAGER	\$276.00	\$286.00
<u>MCS PARTNER-SUBCON RATES:</u>	<u>Hourly Rates</u>	<u>Hourly Rates</u>
TECHNICIAN V	\$265.00	\$265.00
TECHNICIAN IV	\$250.00	\$250.00
TECHNICIAN III	\$220.00	\$220.00
TECHNICIAN II	\$195.00	\$195.00
TECHNICIAN I	\$165.00	\$165.00
TECHNICIAN	\$140.00	\$140.00
ASSOCIATE TECHNICIAN	\$110.00	\$110.00

"Cleared" Hourly rates shall apply whenever the customer requires a Secret or higher level security clearance (or Agency equivalent type clearance) either by the issuance of a DD254 or otherwise specifying such security requirements in the contract documents.

Microsoft Global Delivery (GD)

Offshore Rates

- MSFT GD Consulting – (FTE) \$80.00/Hr.

Onshore Rates:

- MSFT GD Consulting – (FTE) \$185.00/Hr.
 - Daily per diem and other travel is charged IAW government travel regulations.
 - Note: Initial air fare to/from India is not charged to customer.

Note:

- *The labor category from which personnel will be assigned will be specified by Microsoft in a Work Order based on the nature of the services to be provided.*
- *Microsoft reserves the right to revise our rates at any time.*


CONSENT AGENDA ITEM

#33

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: June 4, 2019

SUBJECT: Approval of Purchase Order to SHI, Inc. for Microsoft Dynamics Licensing and Services

Board authorization is requested to issue a purchase order to SHI, Inc. in a not-to-exceed amount of \$587,067.90 for the acquisition of Microsoft Dynamics licensing and services. This price is in accordance with State of Florida Term Contract #43230000-15-02.

This purchase will provide CFX with 200 Microsoft Dynamics licenses and hosting services for one year. Discounts were negotiated based on a five year commitment and a minimum annual purchase of 75 licenses.

Microsoft Dynamics will be used to enhance CFX's Customer Resource Management (CRM) software and capabilities. This is the first phase of a multi-phase process that will subsequently modernize all elements of CFX's toll operations software.

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

Reviewed by: 

Jim Greer
Chief Technology & Operating Officer

CONSENT AGENDA ITEM

#34

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa *Linda SBL*
Deputy General Counsel

DATE: June 5, 2019

SUBJECT: Approval for the Chairman to Execute a Memorandum of Understanding with the Sanford Airport Authority to Provide for Interoperability with E-PASS®

Board approval is requested for the Chairman to execute a Memorandum of Understanding with the Sanford Airport Authority. The Memorandum of Understanding sets forth the intent of the parties to implement an electronic parking fee collection system that is interoperable with E-PASS®.

Reviewed by: _____
Michelle Maikisch
Chief of Staff

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of this _____ day of _____ 2019 between the Sanford Airport Authority, a body politic and corporate created by Chapter 71-924, Laws of Florida, Acts of 1971 and acting under that certain Airport Lease Agreement dated February 9, 2009 (hereinafter “SAA”), and Central Florida Expressway Authority, a body politic and corporate and an agency of the state of Florida, created by Part III of Chapter 348, Florida Statutes, (hereinafter “CFX”), collectively referred to as “the Parties.”

RECITALS

WHEREAS, SAA is responsible for the operation and the maintenance of the Orlando-Sanford International Airport, located in the City of Sanford, County of Seminole, Florida, consisting of, among other things, the domestic terminal, the international terminal, and the parking facilities; and

WHEREAS, on or about November 7, 2017, SAA and the Orlando Sanford International, Inc., a Florida corporation, (hereinafter “the Contractor”) entered into an Agreement for the Operation and Management of the Orlando-Sanford International Airport, Airport Terminals, and Parking Structure, collectively referred to as “the Airport”; and

WHEREAS, pursuant to Section 348.754(1), CFX has the right to construct, improve, maintain, operate, own, and lease the Central Florida Expressway System; and

WHEREAS, pursuant to Section 348.754(2), CFX may exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of the stated purposes, including the authority to make contracts and to do all things necessary or convenient for conducting its business; and

WHEREAS, CFX operates a system of electronic toll collection known as E-PASS®; and

WHEREAS, SAA and Contractor operate a parking facility at the Airport and enter into agreements with rental car companies to provide rental cars to visitors; and

WHEREAS, it is in the mutual interests of the Parties to offer E-PASS® and other interoperable technologies as a payment option for parking fees at the Airport; and

WHEREAS, the Parties do not intend the parking fees to be considered as tolls.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties desire to implement a system to allow for the electronic payment of parking fees at the Airport for their mutual customers, including the ability to provide a single account statement to each customer setting forth transaction activities where E-PASS® is accepted as a payment option.

2. Each Party reserves its respective statutory powers and autonomy.

3. As a result of this MOU, the Parties intend to implement an electronic parking fee collection system that is interoperable with E-PASS® through a jointly developed Interlocal Agreement pursuant to Section 163.01, Florida Statutes. The Parties and the Contractor will work together to develop the full terms of the Interlocal Agreement. In connection with execution of the Interlocal Agreement, each Party will obtain an opinion of bond counsel and/or general counsel, as appropriate, that the terms of the Interlocal Agreement and the implementation of an electronic parking fee collection system in accordance with those terms will not violate bond covenants, other laws and regulations, or existing contracts pertaining to that Party. The Interlocal Agreement is expected to include:

- a. Components of the electronic parking fee collection system
- b. The location of the electronic parking fee collection system
- c. Funding of the initial hardware and other components
- d. Interoperability Business Rules
- e. Interfaces with other systems or software
- f. Procedures to adopt or modify business rules
- g. Procedures for the protection of customer data
- h. Quality control processes
- i. Reporting requirements
- j. Audit processes and reporting needs
- k. Administrative and Processing Fees
- l. Account settlement process
- m. Dispute resolution
- n. Standard legal terms and conditions
- o. Such additional terms as determined by the Parties

4. No amendment of the MOU will be effective unless made in writing and executed by each of the parties of the MOU.

5. This MOU and the contemplated Interlocal Agreement are subject to approval and ratification by the governing bodies of SAA and CFX.

6. This MOU may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

7. The parties have executed this MOU on the dates indicated below.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

“SAA”

Sanford Airport Authority, a body corporate and politic created by Chapter 71-924, Laws of Florida, Acts of 1971

By: 
Chairman

Print Name: Tim M. Slattery

Date: 6/6/19

Attest: 

Print Name: Dakota R Hanicale

Title: Clerical Assistant

“CFX”

Central Florida Expressway Authority

By: _____
Chairman

Date: _____

Attest: _____
Regla (“Mimi”) Lamaute
Recording Clerk

**Approved for Execution
in Reliance by CFX Only**

By: _____
General Counsel

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: May 23, 2019 

RE: April 2019 Financial Reports

Attached please find the April 2019 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 APRIL 30, 2019 AND YEAR-TO-DATE**

	<u>FY 19 MONTH ACTUAL</u>	<u>FY 19 MONTH BUDGET</u>	<u>FY 19 YEAR-TO-DATE ACTUAL</u>	<u>FY 19 YEAR-TO-DATE BUDGET</u>	<u>FY 19 YEAR-TO-DATE VARIANCE</u>	<u>FY 19 YEAR-TO-DATE % VARIANCE</u>	<u>FY 18 - 19 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 41,923,309	\$ 39,596,736	\$ 393,151,020	\$ 383,520,658	\$ 9,630,362	2.5%	8.8%
FEES COLLECTED VIA UTM/UTC'S AND PBP'S	\$ 1,021,240	605,826	7,826,953	5,906,637	1,920,316	32.5%	24.5%
TRANSPONDER SALES	\$ 30,952	26,646	293,248	233,240	60,007	25.7%	21.3%
OTHER OPERATING	\$ 184,715	112,580	1,154,482	1,021,734	132,747	13.0%	-10.3%
INTEREST	\$ 835,368	340,000	4,491,143	2,800,000	1,691,143	60.4%	51.4%
MISCELLANEOUS	\$ 79,946	86,287	848,447	876,251	(27,604)	-3.2%	-1.7%
TOTAL REVENUES	\$ 44,055,530	40,768,075	407,765,292	394,358,521	13,406,771	3.4%	9.4%
O M & A EXPENSES							
OPERATIONS	\$ 6,010,317	5,310,316	46,607,631	47,758,456	1,150,825	2.4%	18.8%
MAINTENANCE	\$ 2,139,620	1,615,494	12,587,197	13,737,080	1,149,883	8.4%	7.0%
ADMINISTRATION	\$ 654,648	678,357	6,061,560	6,745,601	684,041	10.1%	7.5%
OTHER OPERATING	\$ 145,840	204,479	1,979,662	1,738,073	(241,589)	-13.9%	45.2%
TOTAL O M & A EXPENSES	\$ 8,950,425	7,806,647	67,236,049	69,979,210	2,743,161	3.9%	15.9%
NET REVENUES BEFORE DEBT SERVICE	\$ 35,105,106	32,961,428	340,529,243	324,379,310	16,149,932	5.0%	8.1%
COMBINED NET DEBT SERVICE	\$ 15,072,143	15,315,610	144,911,560	146,462,329	1,550,769	1.1%	3.6%
NET REVENUES AFTER DEBT SERVICE	\$ 20,032,963	\$ 17,645,818	\$ 195,617,683	\$ 177,916,982	\$ 17,700,701	9.9%	11.7%

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 APRIL 30, 2019 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	\$ 46,607,831	\$ 47,758,456	\$ 1,150,825	2.4%
Maintenance	12,587,197	13,737,080	1,149,883	8.4%
Administration	6,061,560	6,745,601	684,041	10.1%
Other Operating	<u>1,979,662</u>	<u>1,738,073</u>	<u>(241,589)</u>	<u>-13.9%</u>
Total O M & A	\$ 67,236,049	\$ 69,979,210	\$ 2,743,161	3.9%
 Capital Expenditures				
Operations	\$ -	\$ 115,125	115,125	100.0%
Maintenance	43,449	90,000	46,551	51.7%
Administration	<u>-</u>	<u>191,667</u>	<u>191,667</u>	<u>100.0%</u>
Total Capital Expenditures	\$ 43,449	\$ 396,792	\$ 353,343	89.0%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	439,542	461,033	21,491	4.66%
Image Review	6,237,107	6,331,871	94,764	1.50%
Special Projects	52,557	168,821	116,264	68.87%
Information Technology	3,161,771	3,379,599	217,829	6.45%
E-PASS Service Center	18,206,054	17,572,852	(633,202)	-3.60%
E-PASS Business Services	106,528	127,251	20,723	16.28%
Public Outreach/Education	1,710,042	1,785,831	75,789	4.24%
Subtotal CFX	29,913,600	29,827,258	(86,342)	-0.29%
Plazas	16,694,031	18,046,324	1,352,293	7.49%
Subtotal Toll Facilities	16,694,031	18,046,324	1,352,293	7.49%
Total Operations Expenses	46,607,631	47,873,581	1,265,951	2.64%

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	2,392,169	2,479,910	87,741	3.54%
Traffic Operations	2,817,384	3,363,683	546,299	16.24%
Routine Maintenance	7,421,092	7,983,487	562,395	7.04%
Total Maintenance Expenses	<u><u>12,630,646</u></u>	<u><u>13,827,080</u></u>	<u><u>1,196,435</u></u>	<u><u>8.65%</u></u>

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Ten Months Ending April 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	696,405	824,065	127,660	15.49%
Administrative Services	1,681,662	1,735,865	54,203	3.12%
Communications	529,713	677,009	147,295	21.76%
Human Resources	211,898	289,449	77,551	26.79%
Supplier Diversity	153,530	307,714	154,184	50.11%
Accounting	1,210,801	1,303,126	92,325	7.08%
Records Management	254,023	301,091	47,068	15.63%
Construction Administration	43,745	84,966	41,221	48.52%
Procurement	382,863	399,112	16,249	4.07%
Legal	515,170	547,016	31,845	5.82%
Internal Audit	310,273	396,000	85,728	21.65%
525 Magnolia	21,607	21,963	356	1.62%
Engineering	49,868	49,892	23	0.05%
Grand Total Expenses	<u>6,061,560</u>	<u>6,937,268</u>	<u>875,708</u>	<u>12.62%</u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING APRIL 30, 2019 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	\$ 393,151,020	\$ 383,520,658	\$ 9,630,362	\$ 361,243,680	\$ 356,083,168	\$ 5,160,512	\$ 4,469,850
FEES COLLECTED VIA UTNA/TC'S AND PBP'S	7,826,953	5,906,637	1,920,316	6,287,185	4,857,574	1,429,611	490,705
TRANSPONDER SALES	293,248	233,240	60,007	241,847	183,532	58,315	1,692
OTHER OPERATING	1,154,482	1,021,734	132,747	1,267,522	1,126,187	161,335	(28,588)
INTEREST	4,491,143	2,800,000	1,691,143	2,967,284	2,693,846	273,438	1,417,705
MISCELLANEOUS	848,447	876,251	(27,804)	862,803	840,996	21,807	(49,611)
TOTAL REVENUES	407,785,292	394,358,521	13,406,771	372,890,321	365,765,303	7,105,018	6,301,753
O M & A EXPENSES							
OPERATIONS	48,807,631	47,756,456	1,150,825	39,226,252	44,684,912	5,458,660	(4,307,835)
MAINTENANCE	12,587,197	13,737,080	1,149,883	11,766,930	13,306,225	1,539,295	(389,412)
ADMINISTRATION	6,061,560	6,745,601	684,041	5,638,758	6,627,125	988,369	(304,328)
OTHER OPERATING	1,979,662	1,738,073	(241,589)	1,363,724	1,846,049	482,325	(723,914)
TOTAL O M & A EXPENSES	67,236,049	69,979,210	2,743,161	57,995,662	66,464,311	8,468,649	(5,725,488)
NET REVENUES BEFORE DEBT SERVICE	340,529,243	324,379,310	16,149,932	314,894,659	299,320,992	15,573,667	578,265
COMBINED NET DEBT SERVICE	144,911,560	146,462,329	1,550,769	139,824,849	141,536,127	(1,711,278)	3,262,047
NET REVENUES AFTER DEBT SERVICE	<u>\$ 195,617,683</u>	<u>\$ 177,916,982</u>	<u>\$ 17,700,701</u>	<u>\$ 175,069,810</u>	<u>\$ 157,784,865</u>	<u>\$ 17,284,945</u>	<u>\$ 415,756</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 APRIL 30, 2019 AND YEAR-TO-DATE**

	<u>FY 19 MONTH ACTUAL</u>	<u>FY 18 MONTH ACTUAL</u>	<u>FY 18 - 19 SAME MONTH COMPARISON</u>	<u>FY 19 YEAR-TO-DATE ACTUAL</u>	<u>FY 18 YEAR-TO-DATE ACTUAL</u>	<u>FY 18 - 19 YEAR-TO-DATE COMPARISON</u>
REVENUES						
TOLLS	\$ 41,923,309	\$ 39,329,084	\$ 2,594,225	\$ 393,151,020	\$ 381,243,880	\$ 31,907,340
FEE'S COLLECTED VIA UTN/UTC'S AND PBP'S	1,021,240	692,790	328,450	7,826,953	6,287,165	1,539,788
TRANSPONDER SALES	30,952	27,698	3,254	293,248	241,847	51,401
OTHER OPERATING	164,715	159,359	5,356	1,154,482	1,287,522	(133,040)
INTEREST	835,368	262,583	572,785	4,491,143	2,967,284	1,523,859
MISCELLANEOUS	79,946	85,187	(5,241)	848,447	862,803	(14,356)
TOTAL REVENUES	44,055,530	40,556,701	3,498,829	407,765,292	372,890,321	34,874,971
O M & A EXPENSES						
OPERATIONS	6,010,317	4,506,790	1,503,527	46,607,831	39,226,252	7,381,379
MAINTENANCE	2,139,620	1,028,260	1,111,360	12,587,197	11,766,930	820,267
ADMINISTRATION	654,648	570,270	84,378	6,061,560	5,638,756	422,804
OTHER OPERATING	145,840	110,153	35,687	1,979,662	1,363,724	615,938
TOTAL O M & A EXPENSES	8,950,425	6,215,473	2,734,952	87,236,049	57,995,662	9,240,387
NET REVENUES BEFORE DEBT SERVICE	35,105,106	34,341,228	763,878	340,529,243	314,894,659	25,634,584
COMBINED NET DEBT SERVICE	15,072,143	13,869,663	1,202,480	144,911,580	139,824,849	5,086,711
NET REVENUES AFTER DEBT SERVICE	<u>\$ 20,032,963</u>	<u>\$ 20,471,565</u>	<u>\$ (438,602)</u>	<u>\$ 195,617,663</u>	<u>\$ 175,069,810</u>	<u>\$ 20,547,873</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

**THE EXECUTIVE DIRECTOR'S REPORT
WILL BE PROVIDED PRIOR TO THE
BOARD MEETING**

F. 1.

THERE IS NO BACKUP FOR THIS ITEM

**A PRESENTATION WILL BE MADE AT THE
BOARD MEETING**

F. 2.



Central Florida Expressway Authority

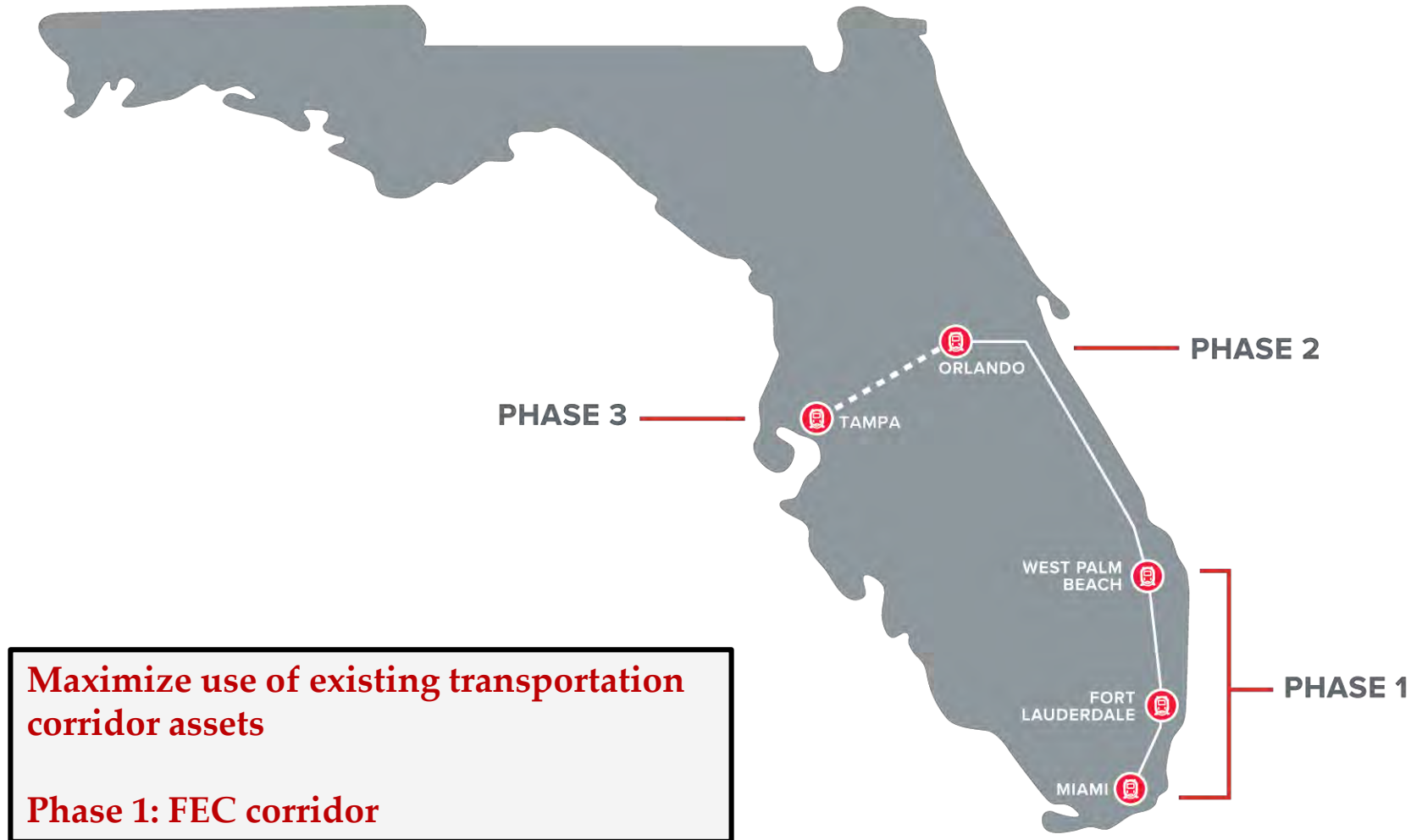
June 2019

America's Only Private High Speed Passenger Rail System



- Develop and operate High Speed Intercity passenger rail
- Connecting city centers “too short to fly, too long to drive”
- Build connections smartly and affordably, maximizing use of existing transportation corridors
- Re-branding to Virgin Trains USA complete by end of 2019

Florida System Plan – Phase 1 in operation



Our Current South Florida System – ONE YEAR ANNIVERSARY!



- Started construction in late 2014, completed late 2017, invested \$1.5bn to date
- Commenced operations in January 2018, opened Miami station in May 2018
- Operating hourly service along 67 mile corridor with stops in Miami, Fort Lauderdale and West Palm Beach
- 130,000 sf of retail, shopping and dining

State-Of-The-Art Train Sets



MiamiCentral Station



MiamiCentral Departure Lounge



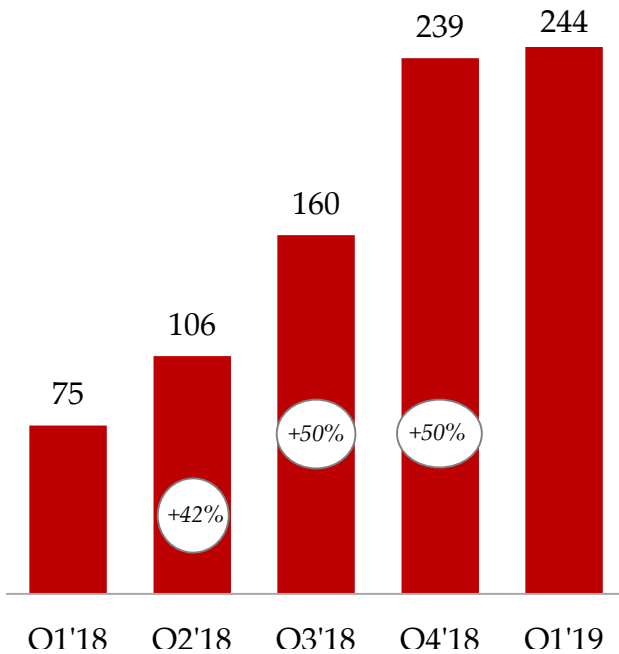
Ridership Growth Accelerating



- Ridership growing in line with projections and other successful system ramp-ups
- Net Promoter Score higher than Ritz, JetBlue, Amazon and Apple.

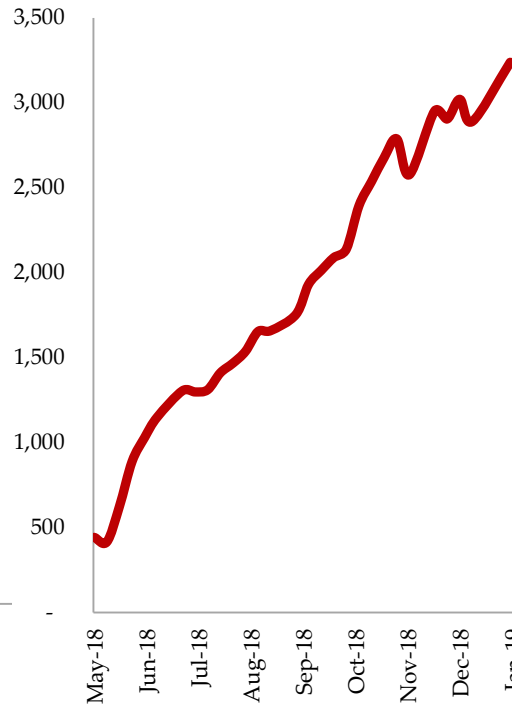
Quarterly Ridership

(Passengers 000's)



Accelerating Adoption by Business Travelers⁽¹⁾

(Weekly Ridership)



Leading Net Promoter Score⁽²⁾

	78
	75
	74
	68
	63
	62
	60
	43

1. Business/commuter includes riders that have traveled at least 10 times; data excludes Federal holiday weeks.

2. As of 2/28/19; Net Promoter Score is an industry-wide index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others.



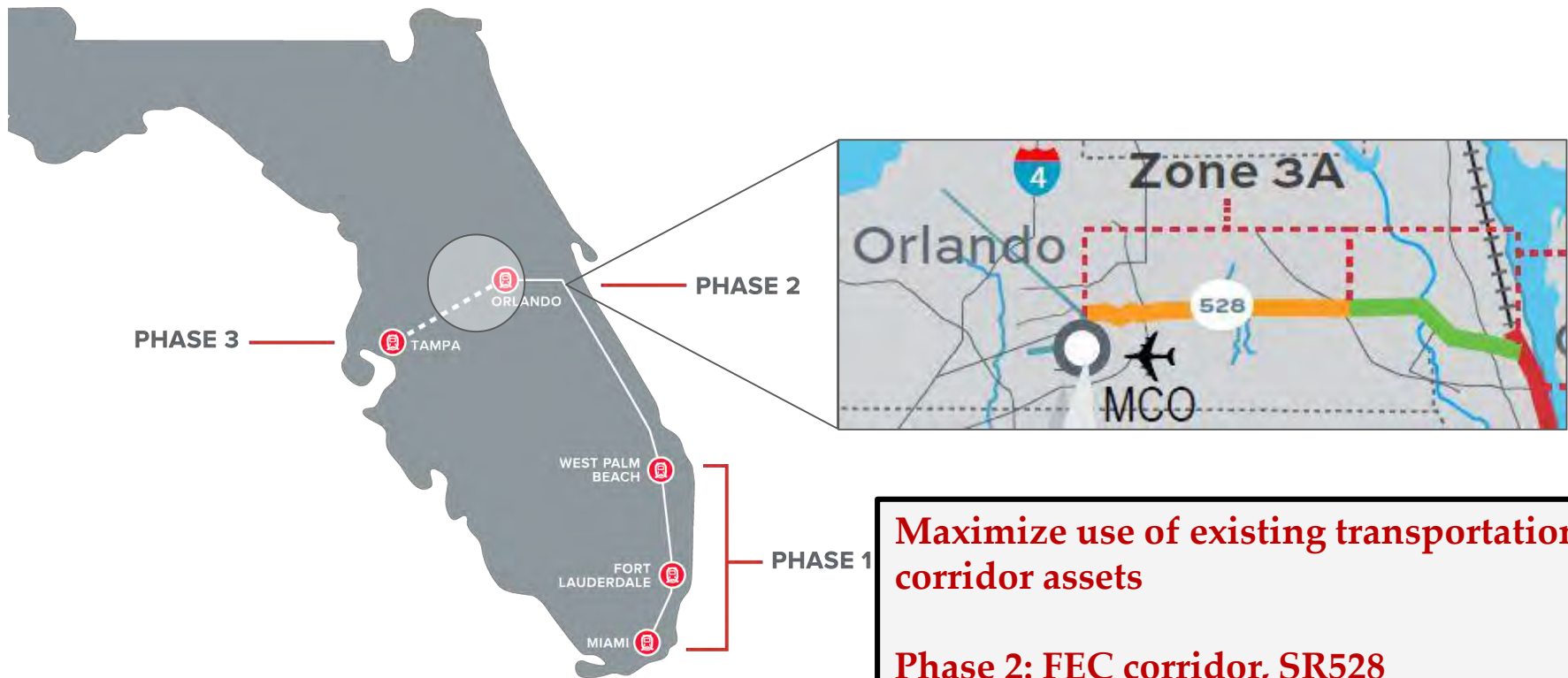
Virgin Trains USA Expansions



First Expansion: West Palm Beach to Orlando



- 167 Mile extension from WPB to Orlando, speeds of up to 125 mph
- Financing in place – have started construction Zones 1, 2. Zones 3,4 imminent.
- Includes CFX (orange) segment: 50 year easement; 49 year renewal option



Maximize use of existing transportation corridor assets

Phase 2: FEC corridor, SR528

First Expansion: West Palm Beach to Orlando



Orlando Station Complete



Next Expansion: Las Vegas to Los Angeles area



VTUSA purchased XpressWest in March, 2019, with rights to build HSR from Victorville, CA to Las Vegas, NV

**Maximize use of existing transportation corridor assets:
173 mile corridor primarily in median of I-15**

Tampa Extension- Phase 3



- March, 2018 – submitted Unsolicited Proposal to FDOT and CFX for use of public rights of way for passenger rail service from Orlando to Tampa
- November, 2018 – only proposal submitted, selected to negotiate separate agreements with CFX and FDOT
- Proposal includes stations at Orlando airport, theme park area, and downtown Tampa



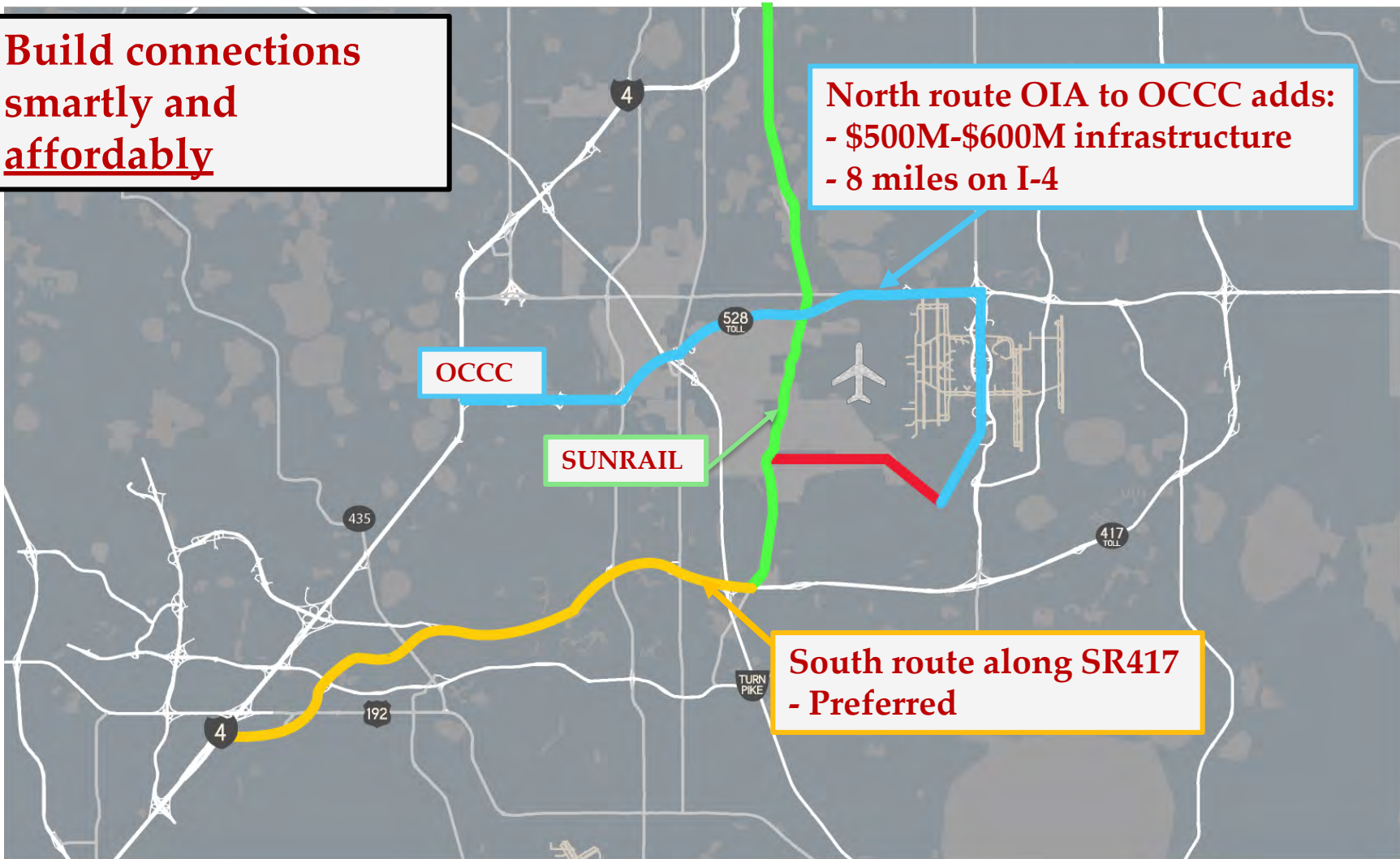
Alternatives Evaluated



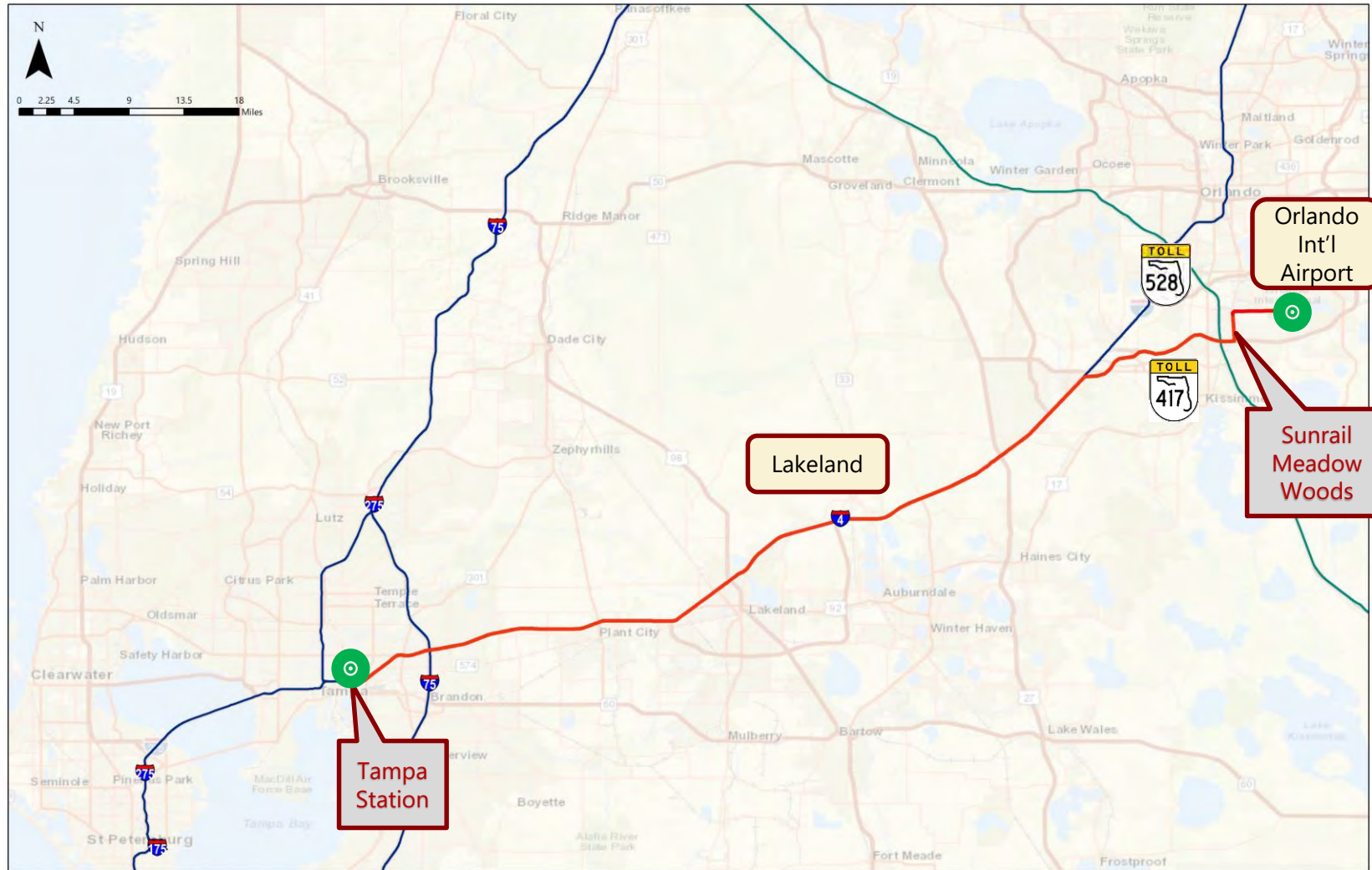
Build connections smartly and affordably

North route OIA to OCCC adds:
- \$500M-\$600M infrastructure
- 8 miles on I-4

South route along SR417 - Preferred



Tampa Extension – Preferred Alternative

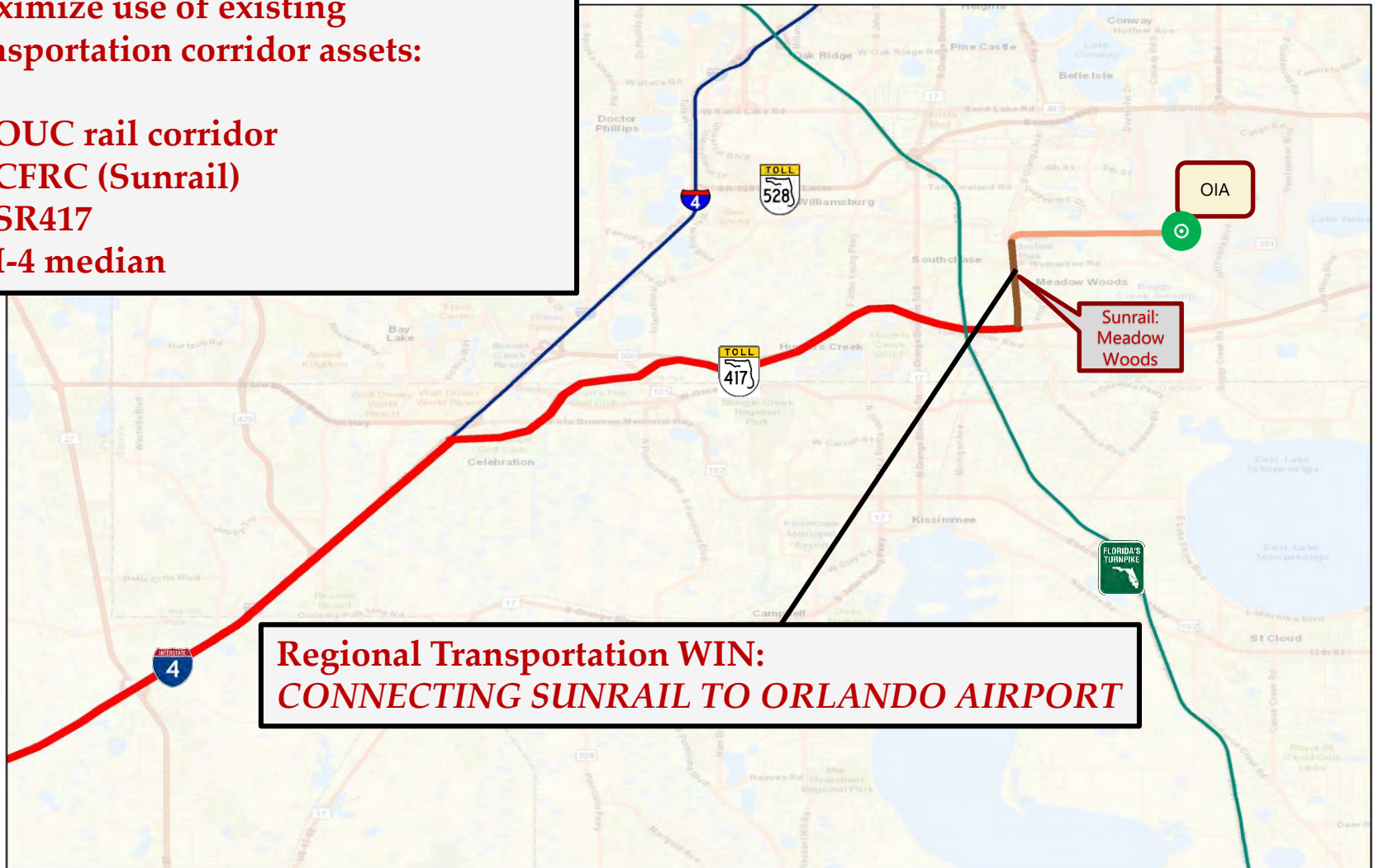


Preferred Alignment



Maximize use of existing transportation corridor assets:

- OUC rail corridor
- CFRC (Sunrail)
- SR417
- I-4 median



**Regional Transportation WIN:
CONNECTING SUNRAIL TO ORLANDO AIRPORT**

Tampa Extension- Phase 3 PATH FORWARD



- NEPA re-evaluation required
 - Likely led by Federal Railroad Administration
 - 9-12 month process
- Technical work sessions ongoing with FDOT and CFX
 - Use of corridors coordinated with expansion plans
 - Engineering will be advanced once alignments determined
- Agreement negotiations underway- built on previous Phase 2 Agreements

Future CFX Updates



- Appreciate partnership with CFX
- Pleased to provide regular updates
- Look forward to seeing all at Phase 2 Groundbreaking!

Virgin
Trains USA



F. 3.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire slide is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

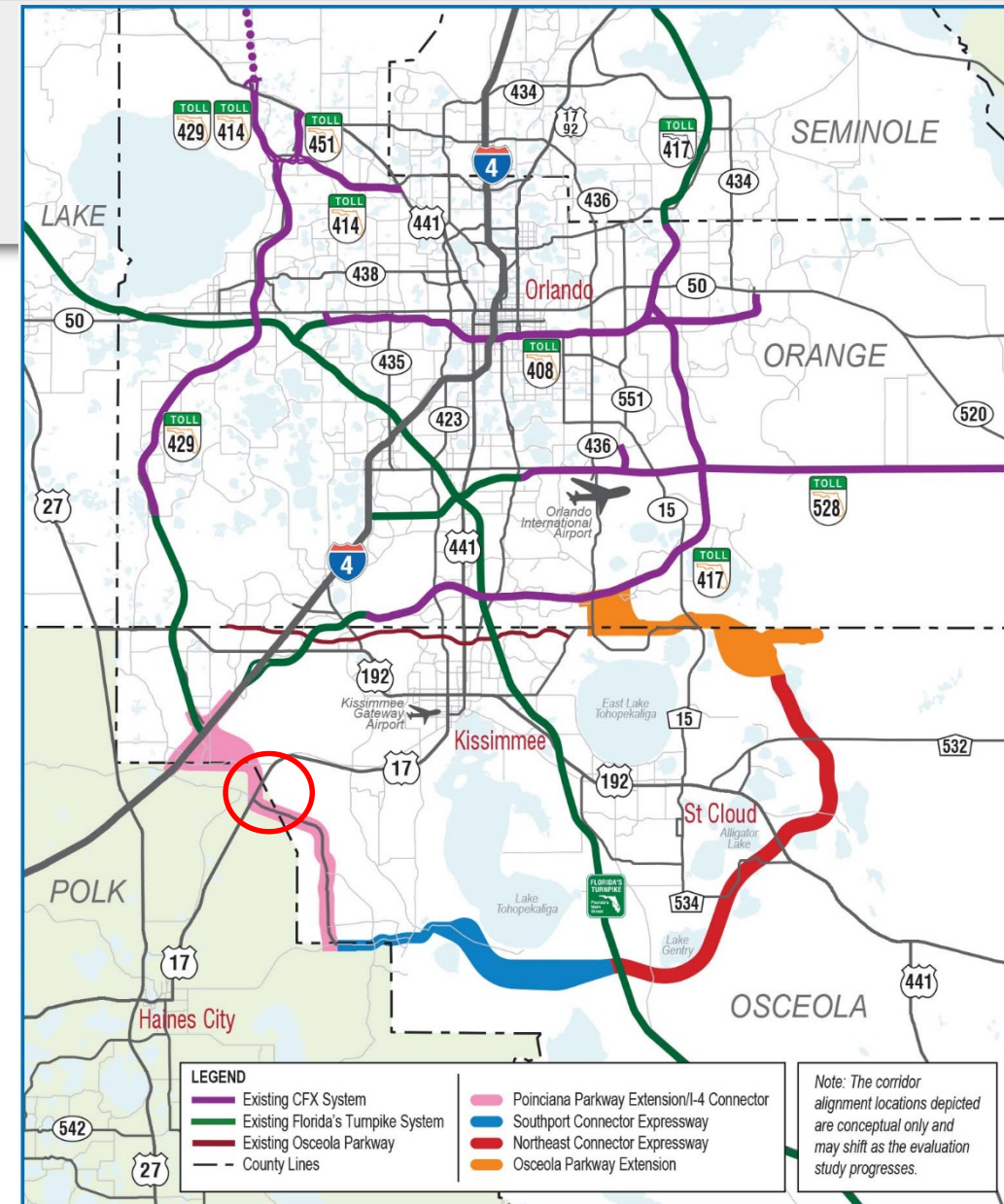
Poinciana Parkway Extension Project Development & Environment Study

Glenn Pressimone, Director of Engineering and Clif Tate, Kimley-Horn & Associates

— June 13, 2019 —

Background & History

- **2005** – Osceola County Comprehensive Plan: New corridors around growth boundary
- **2012** – Osceola County Expressway Authority (OCX): 2040 Master Plan
- **2016** – Poinciana Parkway Connected to US 17/92
- **March 2018** – CFX finished Feasibility Studies
 - Authorized Poinciana Parkway Extension PD&E study for first phase to CR 532
- **July 2018** – PD&E Study began



Stakeholder Outreach



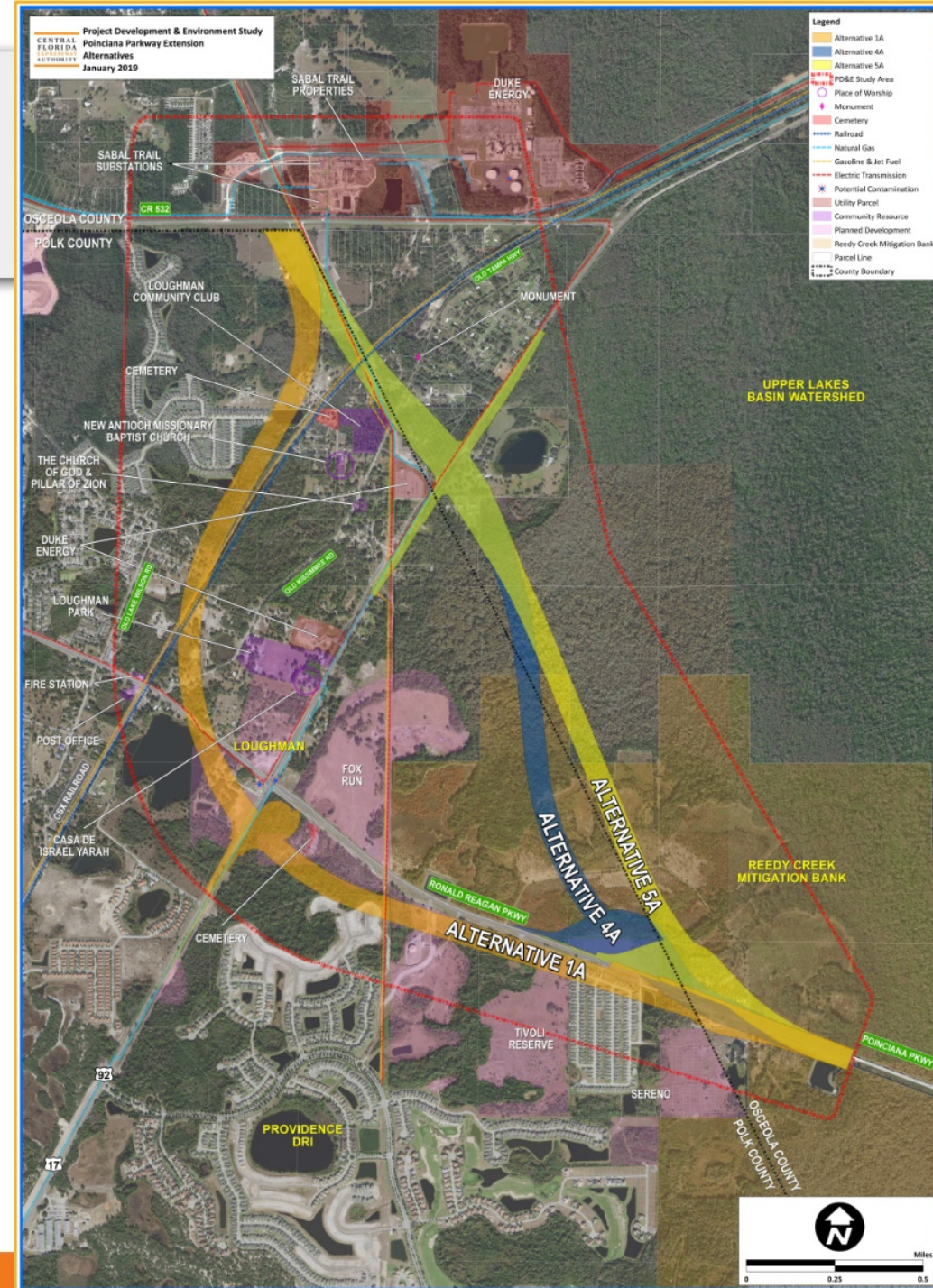
Public Involvement

- Environmental & Project Advisory Group Meetings
 - Aug. 15, 2018: 68 Attendees
 - Feb. 19, 2019: 29 Attendees
 - May 21, 2019: 32 Attendees
- Public Meetings
 - Sept. 25, 2018: 134 Attendees
 - Mar. 14, 2019: 166 Attendees
- Public Hearing: Aug. 29, 2019
- Board Meetings:
 - Apr. 16, 2019: Polk County Board of County Commissioners
 - June 3, 2019: Osceola County Board of County Commissioners
- Stakeholder Meetings



Study Alternatives

- Build upon and refining Concept Study Alternatives
- Alternative 1A
 - Minimizes impacts to Reedy Creek Mitigation Bank
- Alternative 4A
 - Reduces social impacts
 - More impact to Reedy Creek Mitigation Bank compared to Alternative 5A
- Alternative 5A
 - Reduces social impacts

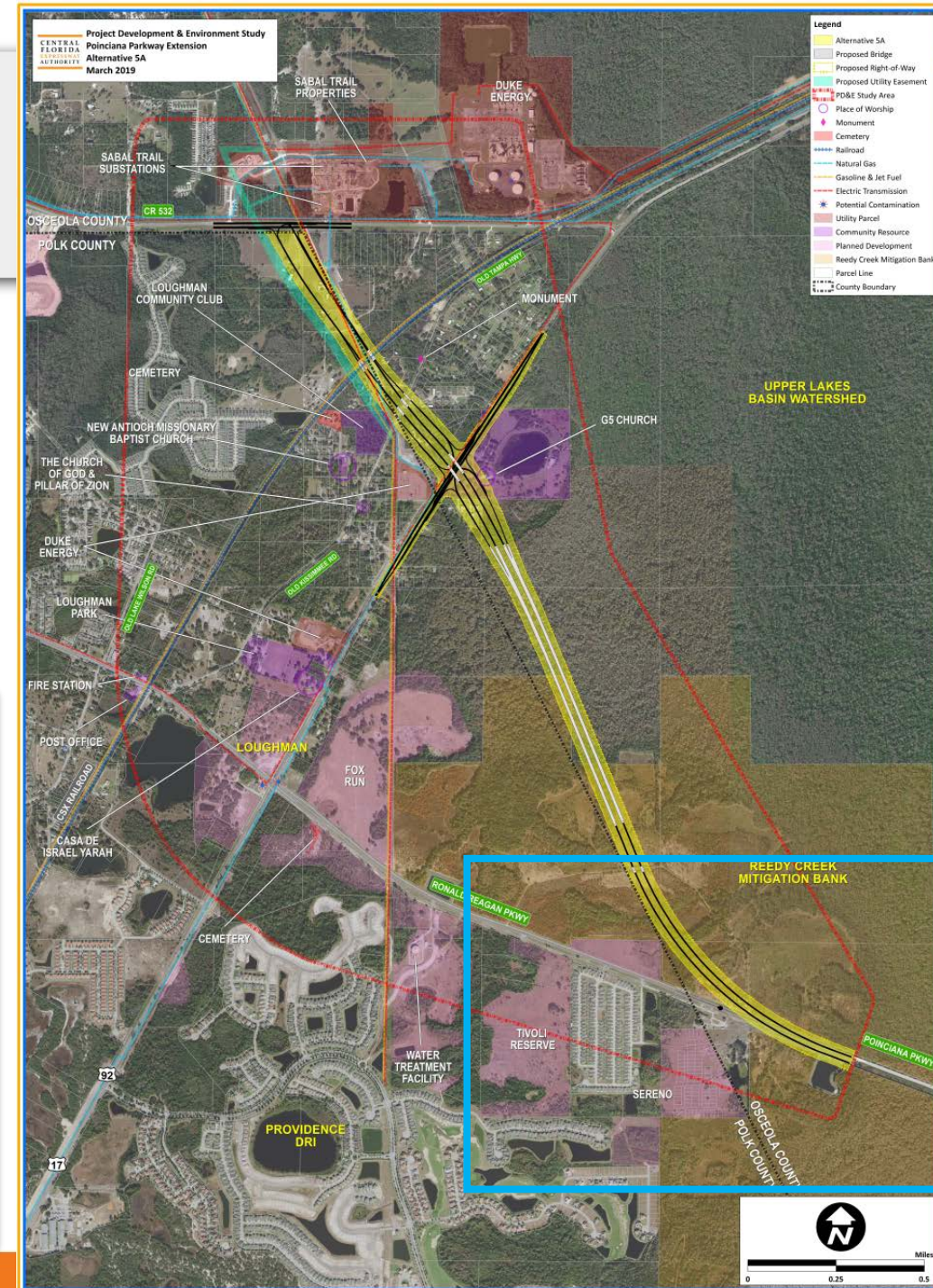
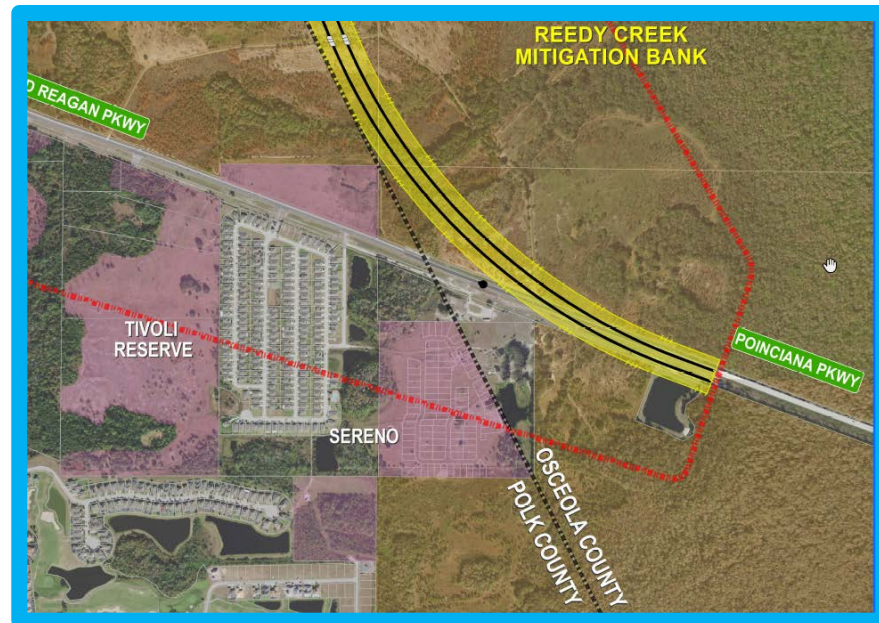


Comparative Matrix of Key Elements

	Alternative 1A	Alternative 5A (With Slip Ramps)	Alternative 5A (Without Slip Ramps)
Wetlands	54 acres	68 acres	66 acres
Conservation and Mitigation Areas	39 acres	90 acres	80 acres
Right of Way	142 acres	148 acres	131 acres
Residential Parcels	123 parcels	87 parcels	52 parcels
Non-residential Parcels	24 parcels	13 parcels	8 parcels
Projected Annual Average Daily Traffic (AADT) (2045)	18,000	15,200	24,800
Wetland Mitigation Cost	\$6 million	\$13 million	\$13 million
Right of Way Cost	\$70 million	\$39 million	\$18 million
Construction Cost	\$219 million	\$257 million	\$244 million
TOTAL COST	\$295 million	\$309 million	\$275 million

Preferred Alternative - Alternative 5A

- No slip ramps to Ronald Reagan Parkway
- Bridge over wetlands
- Lowest social impacts
- Lower natural impacts
- Lowest cost
- Highest traffic



Next Steps

- August 5, 2019: Draft PD&E Documents Available for Public Inspection
- August 29, 2019: Public Hearing:
 - 5:30 p.m. to 8 p.m. at Poinciana High School
- October 10, 2019: Present findings to CFX Board for their decision

F. 4.

**THE BACKUP FOR THIS ITEM WILL BE
PROVIDED AT A LATER DATE**

F. 5.

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 6.

Megan Zee

Sr. Director, Finance, Golf Channel

Audit Committee Appointment Request by Jay Madara



Megan Zee is Sr. Director, Finance for Golf Channel, an NBC Sports Group network, and its related portfolio of businesses. Megan is responsible for the overall monthly and quarterly accounting function, including leading the monthly and quarterly close and corporate reporting process, the annual third party audit of Golf Channel, integration of acquired businesses (domestically and internationally), and the internal controls, compliance and accounting policy processes. She is also responsible for the financial management of a number of departments within Golf Channel, including long-range planning, annual budgeting and forecasting.

A certified public accountant by trade, Megan began her professional career with PricewaterhouseCoopers in the audit practice within the Orlando market where she gained experience auditing many businesses within Orlando, nationally and internationally. Megan is a member of the American Institute of Certified Public Accountants, as well as sits on the Young Professionals Advisory Council for the Central Florida Partnership.

Megan earned two bachelor's degrees (Finance and Accounting) from the University of Central Florida. She is an avid runner participating in the Track Shack Runners series, completing eight half marathons and competing in a Sprint Triathlon in the past 4 years.

F. 7.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the slide. It consists of the words "CENTRAL FLORIDA EXPRESSWAY AUTHORITY" in a serif font. "CENTRAL FLORIDA" and "AUTHORITY" are in black, while "EXPRESSWAY" is in orange. The text is flanked by two horizontal orange bars.

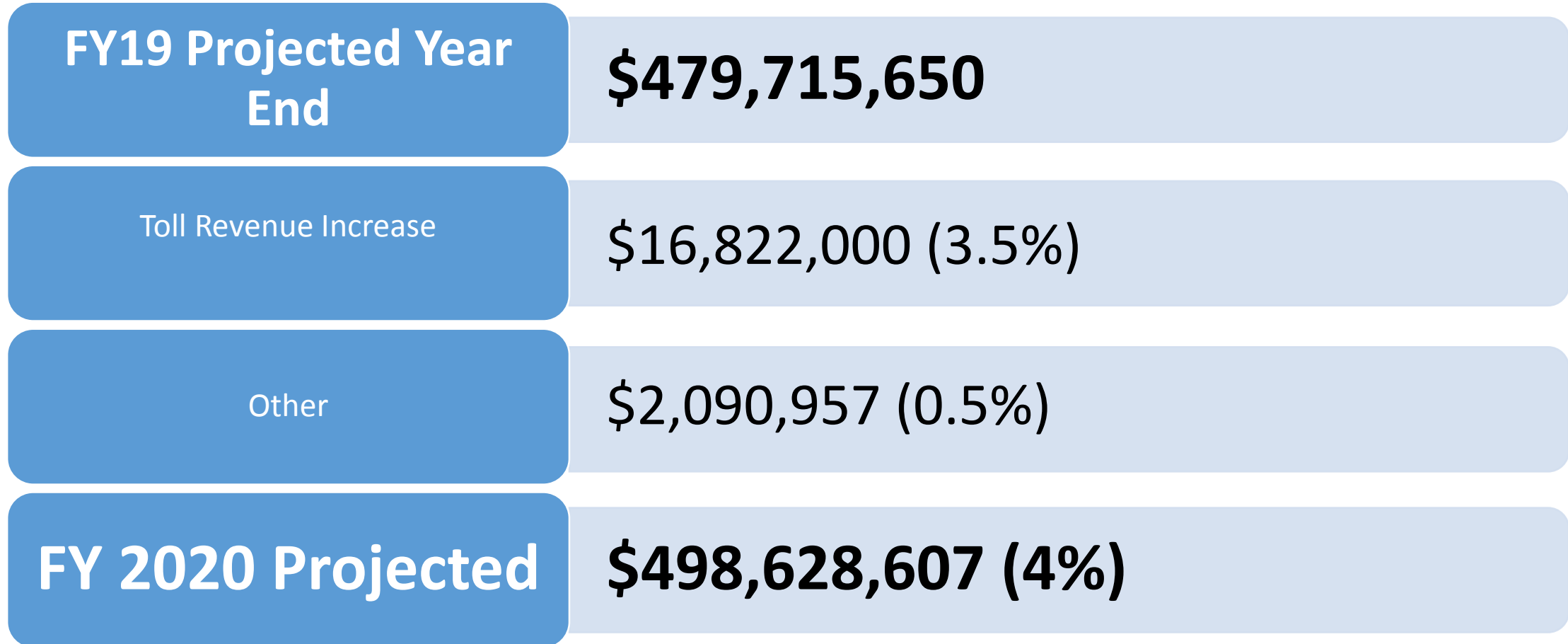
**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

The background of the slide is a photograph of a multi-level highway interchange with concrete overpasses and support pillars. A grassy embankment is visible on the right side. A dark car is partially visible in the lower center, driving on the road below.

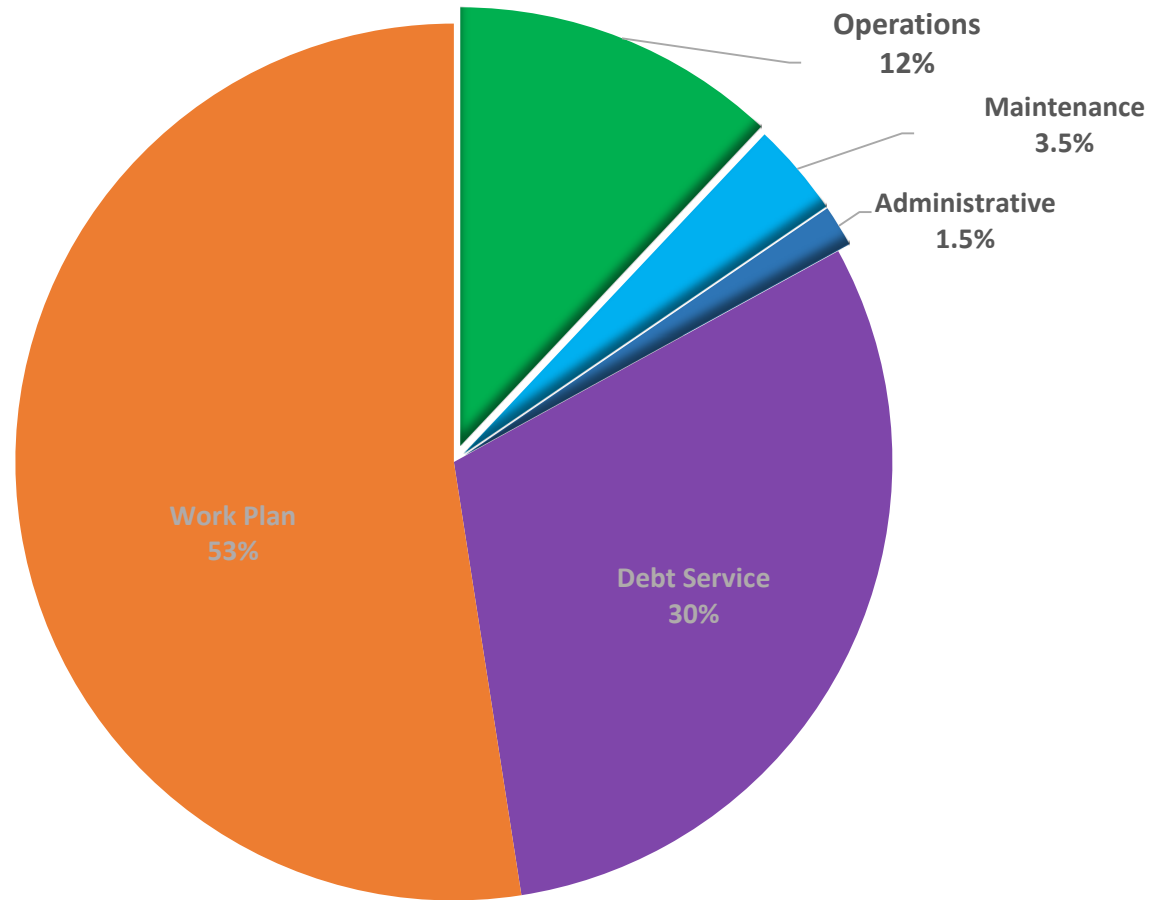
**FY 2020 OPERATIONS, MAINTENANCE &
ADMINISTRATION BUDGET
and
FY 2020 – FY 2024 FIVEYEAR WORK PLAN**

June 13, 2019

Fiscal Year 2020 Projected Revenue

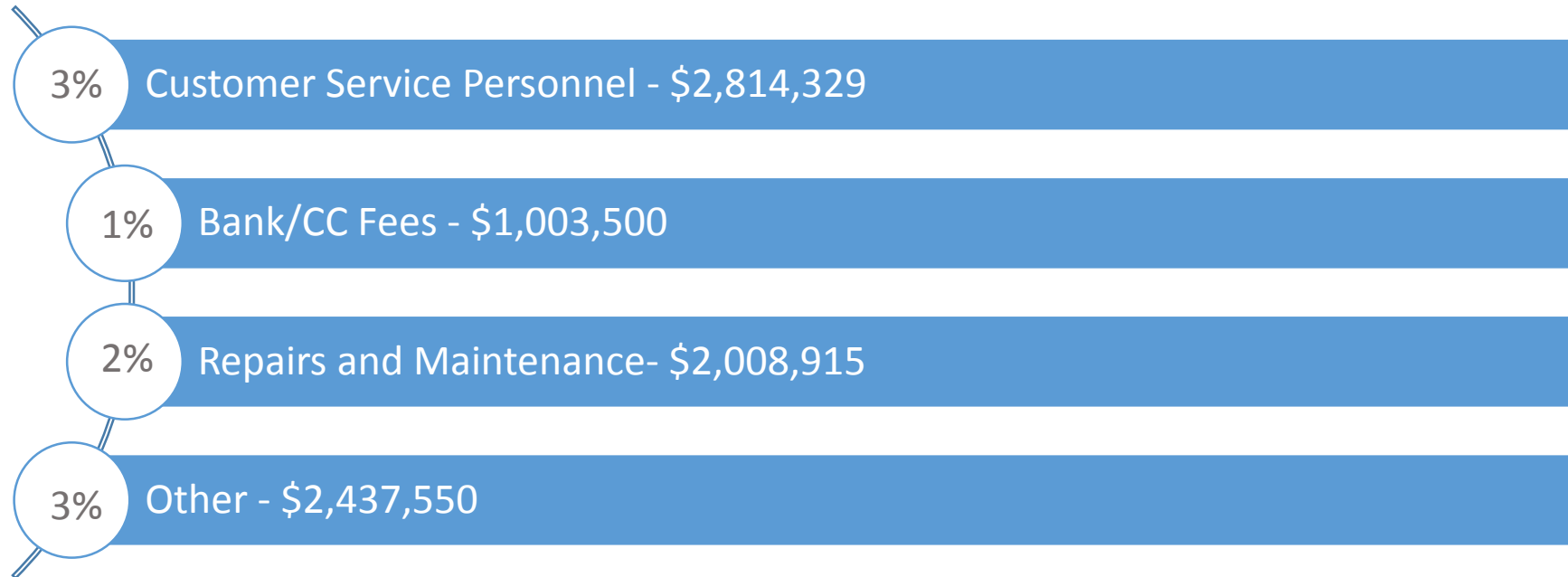


Fiscal Year 2020 Spend



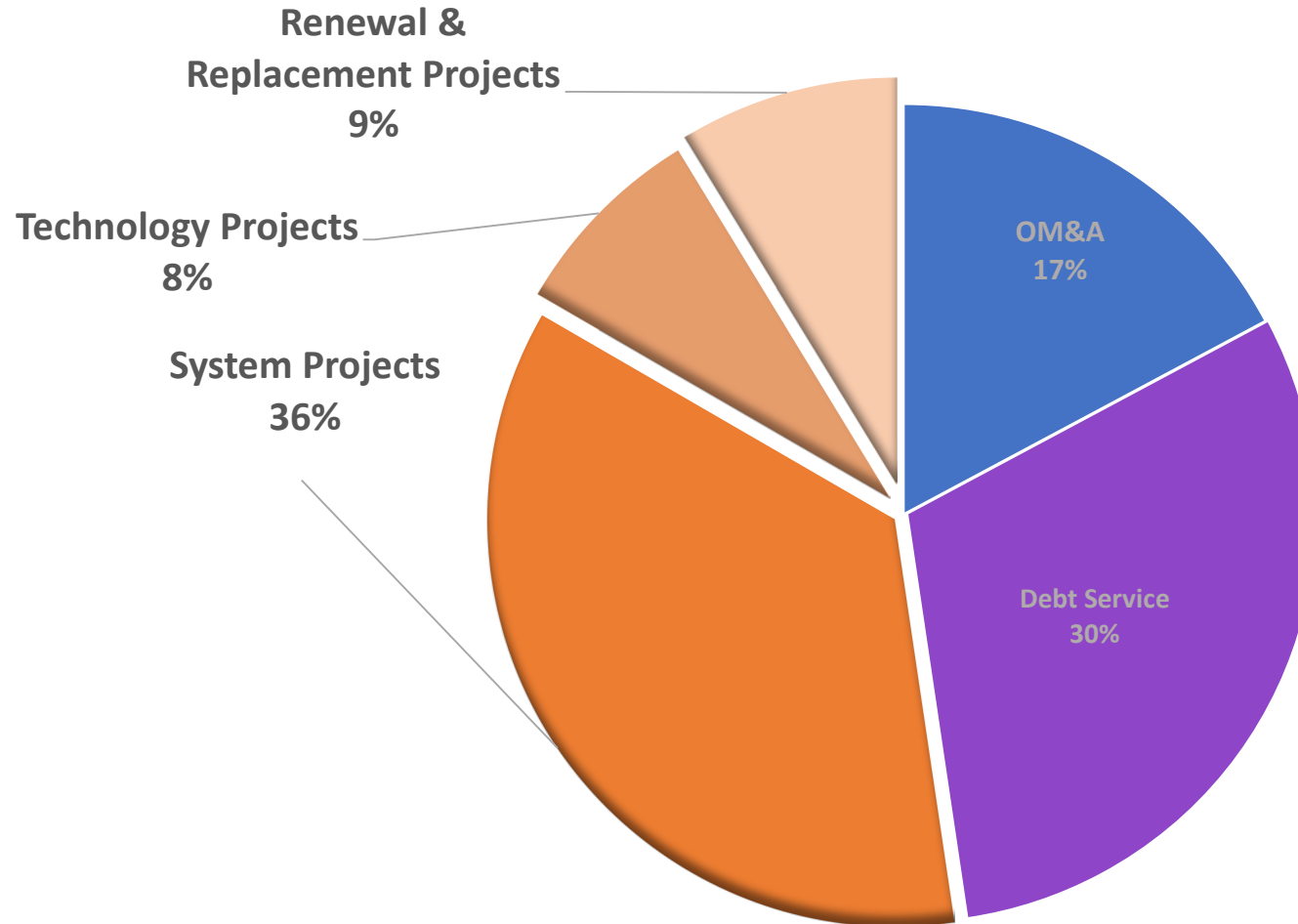
Fiscal Year 2020 Projected OM&A Expenses

FY19 Year End - \$92,149,167 (Projected)



\$100,413,461 (9%)

Fiscal Year 2020 Spend



FY 2020-2024 Work Plan

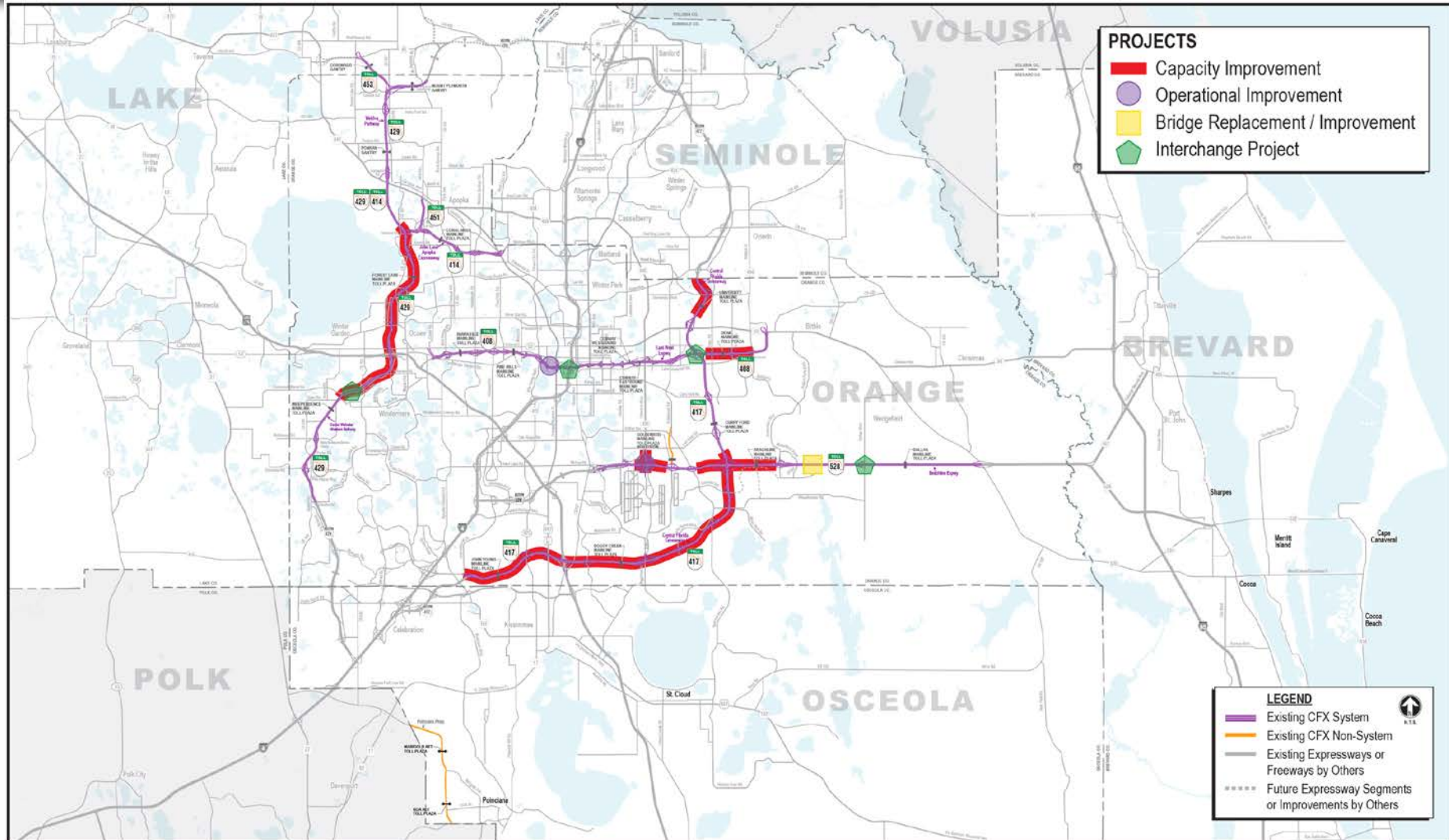
Project Cost Summary (\$000's)	Fiscal Year					Totals
	2019/20	2020/21	2021/22	2022/23	2023/24	
Existing System Improvements	91,304	271,842	480,534	279,212	43,552	1,166,444
System Expansion Projects	21,165	35,534	122,447	337,349	321,542	838,037
Interchange Projects	91,501	9,235	3,362	13,494	43,912	161,504
Facilities Projects	1,047	6,638	18,775	2,695	2,282	31,437
Transportation Technology Projects	13,457	8,445	4,383	3,794	7,507	37,586
Information Technology Projects	33,000	14,083	8,251	1,200	1,200	57,734
Signing and Pavement Markings	3,244	13,735	766	180	180	18,105
Renewal and Replacement Projects	51,040	70,497	45,073	12,229	24,048	202,887
Landscape Projects	769	787	1,413	799	794	4,562
Non-System Projects	601	3,151	1,368	0	547	5,667
TOTALS	307,128	433,947	686,372	650,952	445,564	2,523,963

Comparison: FY 19-23 to FY 20-24

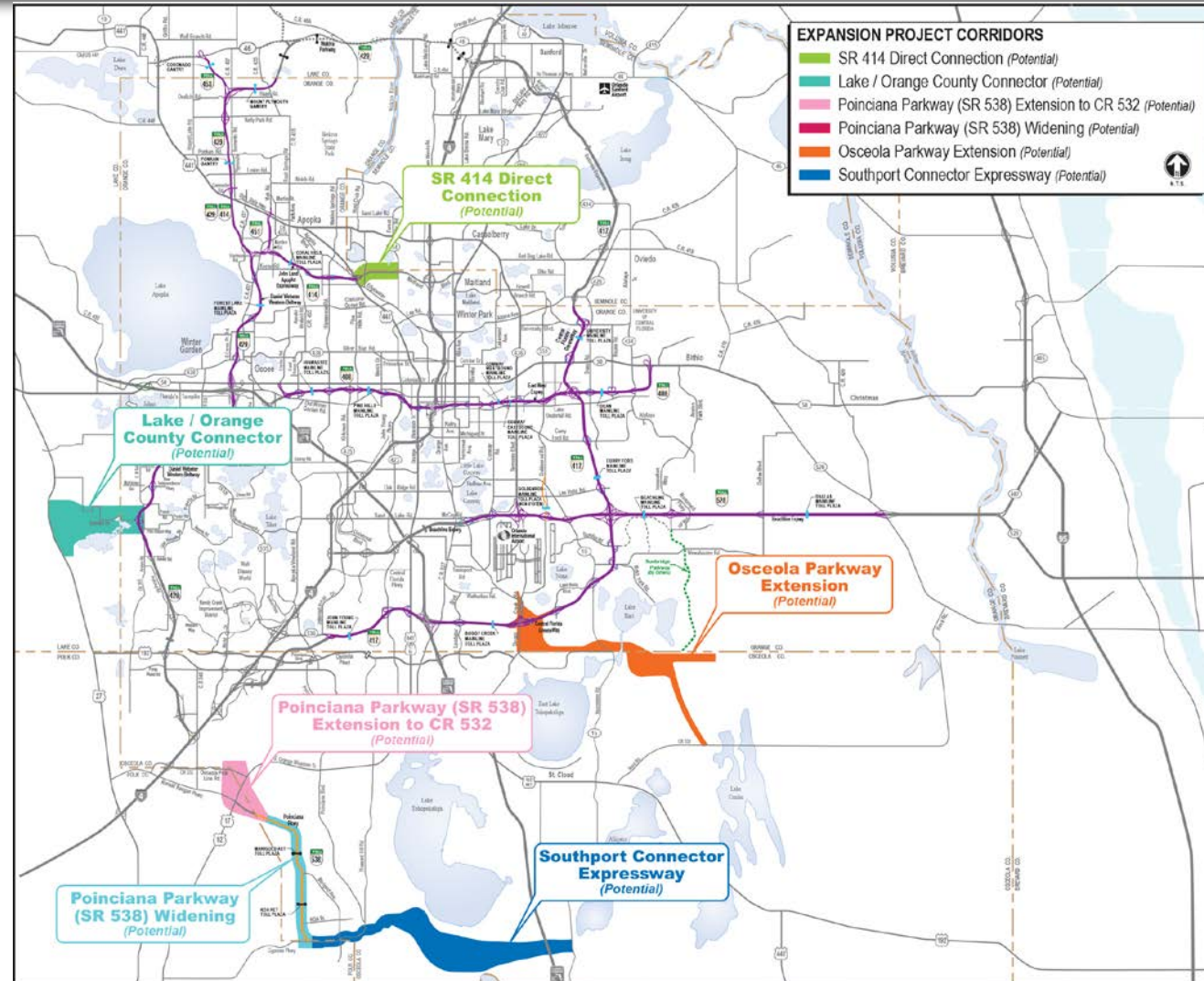
- New Projects
 - 4 Operational Improvement Projects
 - 3 PD&E Studies
 - 2 Bridge R&R Projects
- Refined Scopes and Schedules
- Enhanced Widening Designs
 - 40 Miles over 11 Projects
- Added 2nd CFX Non-System Facility
 - SR 538 (Poinciana Parkway)

Major Projects Map

FY 2020-2024 Work Plan

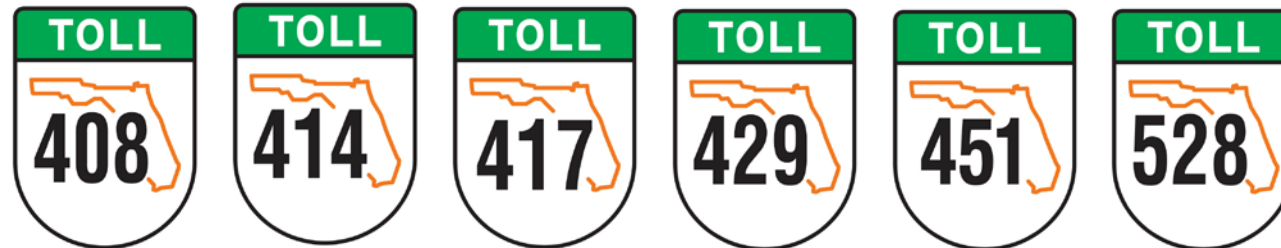


Future Expansion Projects (Potential) Map FY 2020-2024 Work Plan



Other Notable Projects

- Milling & Resurfacing – \$121.5 M
- Toll Collection System Upgrade – \$25.7 M
- Customer Relation Management (CRM) Software– \$19.6 M
- Sustainability Program – \$6.7 M



Capital Planning Model Results

Requires additional debt

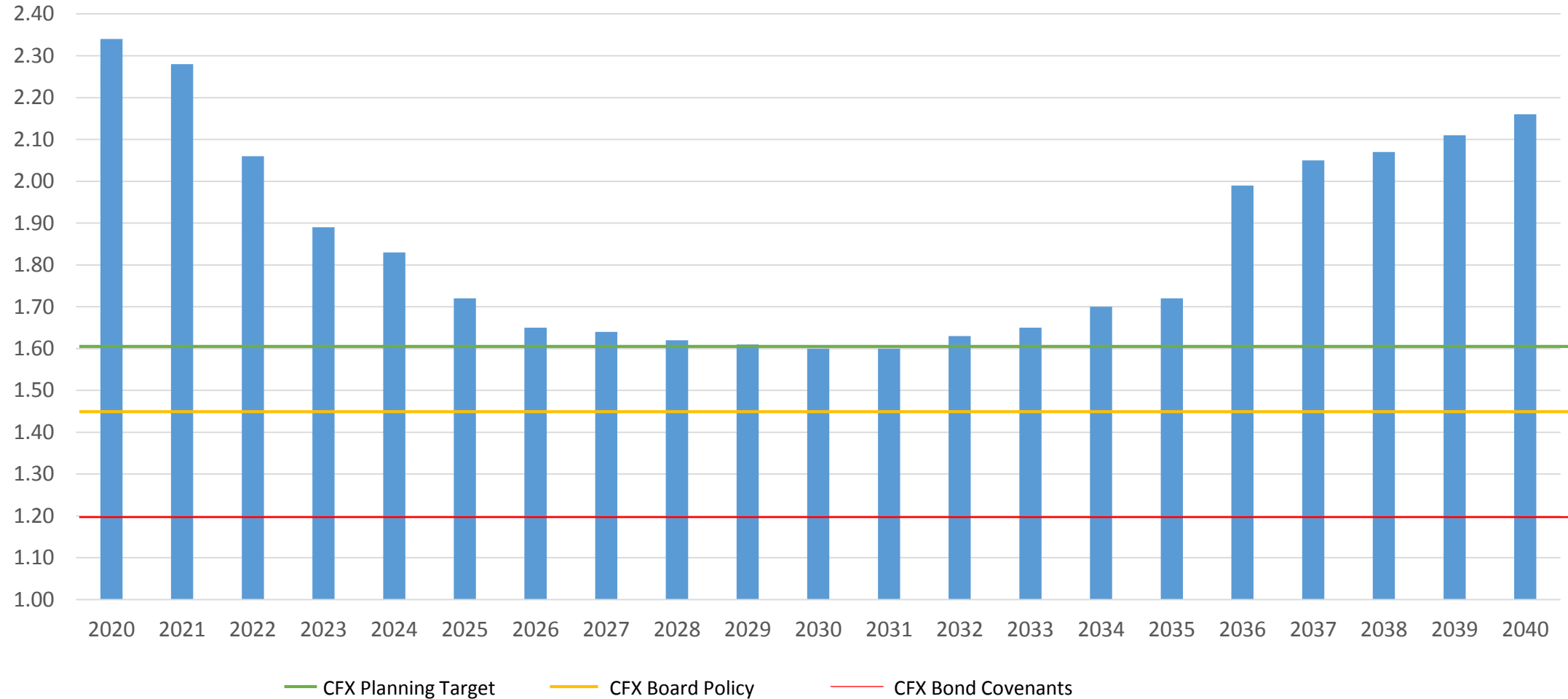
- Approximately \$1.5 billion (FY21, FY22, FY23, FY24)
- Funding approximately 54% of project expenditures over the 5 year period

Modeling updated

- New bonds are issued
- New major assumptions

Debt coverage ratio meets 1.60
planning target

Projected Senior Lien Coverage Ratio



Recommended Motion

Approval of fiscal year 2020 Operations, Maintenance and Administration Budget and fiscal years 2020-2024 Five-Year Work Plan.

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Budget 2019	Projected 2019	Budget 2020	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$460,900,000	\$462,578,000	\$479,400,000	\$18,500,000	4%	4%
Fees Collected via Pay by Plate and UTC's	7,248,500	8,301,000	10,815,000	3,566,500	30%	49%
Transponder sales	286,700	594,049	748,202	461,502	26%	161%
Other Operating	1,349,670	1,064,205	962,088	(387,582)	-10%	-29%
Interest	3,469,550	6,140,636	5,971,846	2,502,296	-3%	72%
Miscellaneous	1,037,350	1,037,760	731,471	(305,879)	-30%	-29%
Total revenues	474,291,770	479,715,650	498,628,607	24,336,837	4%	5%
Expenses:						
Operations	63,606,059	62,380,679	68,551,071	4,945,013	10%	8%
Maintenance	19,937,226	18,663,137	20,167,274	230,048	8%	1%
Administrative	8,366,478	8,342,415	8,953,316	586,838	7%	7%
Other Operating	2,453,750	2,762,936	2,741,800	288,050	-1%	12%
Total expenses	94,363,513	92,149,167	100,413,461	6,049,948	9%	6%
Add deposits into OMA reserve	1,086,007	1,086,007	756,244	(329,763)	-30%	-30%
Less advances for operations and maintenance expenses received from the FDOT	(7,070,420)	(7,070,420)	(7,519,332)	(448,912)	6%	6%
Total Expenses and Deposits	88,379,100	86,164,754	93,650,373	5,271,273	9%	6%
Net revenues, as defined, plus payments received from the FDOT	385,912,670	393,550,896	404,978,234	19,065,564	3%	5%
Senior debt service payments*	169,507,060	169,507,060	175,542,813	6,035,753	4%	4%
SunTrust Bank Loan Payment	7,147,340	7,147,340	7,415,022	267,682.00	4%	4%
Total debt payments plus FDOT repayments	176,654,400	176,654,400	182,957,835	6,303,435	4%	4%
Subordinate debt service ratio of net revenues to total debt paymen	2.18	2.23	2.21	0.03	-1%	1%
Senior debt service ratio of net revenues to debt service	2.28	2.32	2.31	0.03	-1%	1%

* Per Bond Resolution Calculation.

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis

	Budget 2019	Projected 2019	Budget 2020	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$460,900,000	\$462,578,000	\$479,400,000	\$18,500,000	4%	4%
Fees Collected via Pay by Plate and UTC's	7,248,500	8,301,000	10,815,000	3,566,500	30%	49%
Transponder sales	286,700	594,049	748,202	461,502	26%	161%
Other Operating	1,349,670	1,064,205	962,088	(387,582)	-10%	-29%
Interest	3,469,550	6,140,636	5,971,846	2,502,296	-3%	72%
Miscellaneous	1,037,350	1,037,760	731,471	(305,879)	-30%	-29%
Total revenues	474,291,770	479,715,650	498,628,607	24,336,837	4%	5%
Expenses:						
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Maintenance	19,937,226	18,663,137	20,167,274	230,048	8%	1%
Administrative	8,366,478	8,342,415	8,953,316	586,838	7%	7%
Other Operating	2,453,750	2,762,936	2,741,800	288,050	-1%	12%
Total expenses	94,363,513	92,149,167	100,413,461	6,049,948	9%	6%
Debt service payments	170,683,910	170,683,910	171,362,813	678,903.00	0%	0%
SunTrust Bank Loan Payment	7,147,340	7,147,340	7,005,022	(142,318)	-2%	-2%
Renewal and Replacement Reserve	44,000,000	40,000,000	54,000,000	10,000,000	35%	23%
OM&A Capital Expenditures & Projects	468,500	277,245	252,000	(216,500)	-9%	-46%
Net Available for System Projects	\$157,628,507	\$169,457,988	\$165,595,311	\$7,966,804	-2%	5%

**Central Florida Expressway Authority
All Activities - Total By Line Item**

Description	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 5,951,502	\$ 6,155,148	\$ 6,729,792	\$ 778,290	9.3%	13.1%
Social Security and Medicare	419,467	423,635	480,151	60,684	13.3%	14.5%
Retirement Contributions -FRS	718,879	754,769	825,711	106,832	9.4%	14.9%
Life and Health Insurance	1,391,361	1,295,803	1,608,295	216,934	24.1%	15.6%
State Assessment	14,102	12,083	15,401	1,299	27.5%	9.2%
Workers' Compensation	57,215	36,048	60,008	2,793	66.5%	4.9%
Total Salaries & Benefits	8,552,525	8,677,486	9,719,357	1,166,832	12.0%	13.6%
OTHER						
Cost Of Transponders Sold - Sticker	1,050,000	1,156,538	1,272,191	222,191	10.0%	21.2%
Cost Of Transponders Sold - Hardcase	420,000	548,517	603,369	183,369	10.0%	43.7%
Cost Of Transponders Sold - Bumper	3,738	4,760	4,903	1,165	3.0%	31.2%
Cost Of Transponders Sold - Dual Protocol	-	257,546	378,762	378,762	47.1%	
Cost Of Transponders Sold - Hang Tag	-	187	1,120	1,120	498.9%	
Professional Services	1,629,250	1,870,813	1,806,850	177,600	-3.4%	10.9%
Legal Fees	200,000	175,000	200,000	-	14.3%	0.0%
Consultant Fees	337,993	355,778	338,250	257	-4.9%	0.1%
Consultant Fees - Surveys	20,000	20,000	20,000	-	0.0%	0.0%
Maintenance Program Support	162,000	295,089	300,000	138,000	1.7%	85.2%
Maintenance Program Support - ITS	850,000	725,000	775,000	(75,000)	6.9%	-8.8%
FON Program Support	250,000	200,000	200,000	(50,000)	0.0%	-20.0%
Pavement Management System	35,000	35,000	35,000	-	0.0%	0.0%
Auditing Fees	79,500	79,500	79,500	-	0.0%	0.0%
Contract Personnel	12,964,060	13,153,231	15,488,008	2,523,948	17.8%	19.5%
Toll Plazas Salaries/Wages	10,316,332	10,175,563	10,571,324	254,992	3.9%	2.5%
Toll Plazas Other Direct Expenses	434,620	434,616	443,311	8,691	2.0%	2.0%
Toll Collection Management Fees	922,657	928,257	939,148	16,491	1.2%	1.8%
Toll Plazas Administration Salaries	1,748,240	1,739,828	1,790,968	42,728	2.9%	2.4%
Toll Plazas Office Expenses	308,210	307,784	314,254	6,044	2.1%	2.0%
Toll Plazas Insurance and Bond	49,970	49,452	50,952	982	3.0%	2.0%
Florida Highway Patrol Services	1,031,364	1,031,364	1,036,459	5,095	0.5%	0.5%
Motorist Service Patrol Agreement	1,760,812	1,732,111	1,760,812	-	1.7%	0.0%
Rapid Incident Scene Clearance	50,000	50,000	50,000	-	0.0%	0.0%
Toll Plazas Janitorial	323,455	319,450	325,914	2,459	2.0%	0.8%
Travel	76,900	53,701	79,800	2,900	48.6%	3.8%
Reimbursed Local Travel	16,300	13,000	15,995	(305)	23.0%	-1.9%
Gasoline	15,500	18,274	20,300	4,800	11.1%	31.0%
Telephone Service	409,250	290,000	382,150	(27,100)	31.8%	-6.6%
Internet Service	104,000	45,000	72,000	(32,000)	60.0%	-30.8%
Postage and Delivery	2,003,700	2,094,200	2,212,200	208,500	5.6%	10.4%
Printing	487,500	555,650	544,500	57,000	-2.0%	11.7%
Service Center Printing and Mailing	66,000	66,000	72,600	6,600	10.0%	10.0%
CAFR	17,500	17,500	17,500	-	0.0%	0.0%
Utilities	2,481,000	2,444,000	2,523,000	42,000	3.2%	1.7%
Lease - Buildings	56,500	50,000	56,500	-	13.0%	0.0%
Leases - Equipment	54,700	60,030	60,250	5,550	0.4%	10.1%
Records Management	32,956	31,504	40,284	7,328	27.9%	22.2%
Insurance	850,582	821,705	882,104	31,522	7.4%	3.7%
Repairs & Maint. - Equipment	258,300	346,530	531,300	273,000	53.3%	105.7%
Maintenance FON Locates	12,000	12,000	12,000	-	0.0%	0.0%
Maintenance - ITS Infrastructure	1,887,000	1,800,000	2,137,000	250,000	18.7%	13.2%
Support & Maint. - Software	104,043	104,738	112,000	7,957	6.9%	7.6%

Description	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
Repairs & Maint. - Software and Hardware	655,550	492,223	666,000	10,450	35.3%	1.6%
Maintenance - Toll Collection Software	890,000	890,000	890,000	-	0.0%	0.0%
Maintenance - Toll System Replacement	511,000	570,000	930,000	419,000	63.2%	82.0%
Repairs & Maint. - Fiber Optic Network	365,000	260,000	225,000	(140,000)	-13.5%	-38.4%
Facilities Maintenance	1,906,680	1,889,337	1,885,840	(20,840)	-0.2%	-1.1%
Repairs and Maint. - Toll Equipment	2,894,082	2,525,247	2,462,932	(431,150)	-2.5%	-14.9%
Repairs and Maint. - Toll Equipment Parts	390,500	390,250	405,500	15,000	3.9%	3.8%
Repairs & Maint. - VES Equipment	515,069	422,106	404,860	(110,209)	-4.1%	-21.4%
Repairs & Maint. - Vehicles	10,000	8,400	11,150	1,150	32.7%	11.5%
System Modifications Maintenance -Website	5,400	5,400	5,400	-	0.0%	0.0%
Roadway and Bridges Maintenance	6,373,540	6,443,980	6,373,540	-	-1.1%	0.0%
Landscape Maintenance Service	3,843,311	3,210,831	4,021,452	178,141	25.2%	4.6%
Bridge Inspection	342,000	434,413	342,000	-	-21.3%	0.0%
Sign Maintenance/Inspection	306,280	316,980	306,280	-	-3.4%	0.0%
Traffic Signals and Lights	164,000	136,327	164,000	-	20.3%	0.0%
Aquatics	240,625	139,590	275,075	34,450	97.1%	14.3%
Board Meeting Broadcasting	8,700	8,700	8,700	-	0.0%	0.0%
Promotion	1,800,000	1,800,000	2,300,000	500,000	27.8%	27.8%
Newsletter	3,600	3,600	3,600	-	0.0%	0.0%
Photography	2,000	2,000	2,000	-	0.0%	0.0%
Displays	3,500	3,500	3,500	-	0.0%	0.0%
Graphic Production Services	70,000	70,000	70,000	-	0.0%	0.0%
Promotional Items	27,500	27,500	27,500	-	0.0%	0.0%
Advertising and Legal Notices	7,500	5,900	7,500	-	27.1%	0.0%
Bank Fees	1,549,500	1,257,650	1,461,150	(88,350)	16.2%	-5.7%
Credit Card Fees	7,870,000	7,750,000	8,550,000	680,000	10.3%	8.6%
Security	7,110	5,945	6,561	(549)	10.4%	-7.7%
Special Events	37,000	36,000	35,000	(2,000)	-2.8%	-5.4%
Employee Support Services	7,000	6,500	8,000	1,000	23.1%	14.3%
Miscellaneous Expense	22,150	13,450	22,150	-	64.7%	0.0%
Office Supplies	88,750	93,078	94,150	5,400	1.2%	6.1%
Office Expense - Other	196,700	112,158	144,450	(52,250)	28.8%	-26.6%
Operating Supplies	39,250	37,225	46,950	7,700	26.1%	19.6%
Transponder Supplies	10,000	7,100	10,000	-	40.8%	0.0%
Software Expense	3,100	66,575	3,100	-	-95.3%	0.0%
Dues and Subscriptions	601,584	429,470	517,706	(83,878)	20.5%	-13.9%
Books and Publications	600	550	600	-	9.1%	0.0%
Seminars and Conferences	40,425	35,645	43,030	2,605	20.7%	6.4%
Staff Training and Education	74,550	55,050	68,550	(6,000)	24.5%	-8.0%
Contingency (Projects)	57,500	30,750	61,500	4,000	100.0%	7.0%
Furniture	35,250	46,100	30,000	(5,250)	-34.9%	-14.9%
Total Other:	75,857,238	74,508,745	81,452,304	5,595,066	9.3%	7.4%
Interoperability Transaction Fee	7,500,000	6,200,000	6,500,000	(1,000,000)	4.8%	-13.3%
Other Operating Expenses	2,453,750	2,762,936	2,741,800	288,050	-0.8%	11.7%
TOTAL	94,363,513	92,149,167	100,413,461	6,049,948	9.0%	6.4%
CAPITAL EXPENDITURES						
General Equipment	183,755	67,500	75,000	(108,755)	11.1%	-59.2%
Vehicle Purchases	89,745	89,745	32,000	(57,745)	-64.3%	-64.3%
Software	195,000	120,000	145,000	(50,000)	20.8%	-25.6%
Total Capital Expenditures:	468,500	277,245	252,000	(216,500)	-9.1%	-46.2%

**Central Florida Expressway Authority
Operations Activity - Summary**

	2019 Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
Toll Operations (710)	\$ 561,165	\$ 531,048	\$ 581,462	\$ 20,297	9%	4%
IT (720)	4,568,412	4,800,249	5,797,184	1,228,772	21%	27%
Special Projects (725)	215,969	139,015	221,521	5,552	59%	3%
Service Center (740 & 750)	24,150,079	25,192,770	28,640,219	4,490,140	14%	19%
E-PASS Business Services (743)	154,060	140,793	158,185	4,125	12%	3%
Public Outreach/Education (745)	2,517,100	2,517,100	3,017,100	500,000	20%	20%
Toll Facilities	23,939,274	22,859,704	23,635,401	(303,873)	3%	-1%
Subtotal	56,106,059	56,180,679	62,051,071	5,945,013	10%	11%
Interoperability Transaction Fee	7,500,000	6,200,000	6,500,000	(1,000,000)	5%	-13%
Total Operating Costs	63,606,059	62,380,679	68,551,071	4,945,013	10%	8%

Capital Expenditures and Projects

<u>Capital Expenditures</u>						
IT (720)	153,500	50,000	50,000	(103,500)	0%	-67%

**Central Florida Expressway Authority
Operations Activity - Total By Line Item**

Description	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,405,883	\$ 1,635,656	\$ 1,842,980	\$ 437,097	13%	31.1%
Social Security and Medicare	104,557	122,620	139,517	34,960	14%	33.4%
Retirement Contributions -FRS	157,645	173,052	200,184	42,539	16%	27.0%
Life and Health Insurance	342,442	378,551	454,121	111,680	20%	32.6%
State Assessment	3,425	2,891	4,310	885	49%	25.8%
Workers' Compensation	4,629	3,855	5,819	1,190	51%	25.7%
Total Salaries & Benefits	2,018,581	2,316,625	2,646,931	628,351	14%	31.1%
OTHER						
Cost Of Transponders Sold - Sticker	1,050,000	1,156,538	1,272,191	222,191	10%	21.2%
Cost Of Transponders Sold - Hardcase	420,000	548,517	603,369	183,369	10%	43.7%
Cost Of Transponders Sold - Bumper	3,738	4,760	4,903	1,165	3%	31.2%
Cost Of Transponders Sold - Dual Protocol	-	257,546	378,762	378,762	47%	
Cost Of Transponders Sold - E-PASS Hang Tag	-	187	1,120	1,120	499%	
Professional Services	904,000	1,180,000	1,050,000	146,000	-11%	16.2%
Consultant Fees- Surveys	20,000	20,000	20,000	-	0%	0.0%
Contract Personnel	12,020,101	12,409,351	14,720,008	2,699,907	19%	22.5%
Toll Plazas Salaries/Wages	10,316,332	10,175,563	10,571,324	254,992	4%	2.5%
Toll Plazas Other Direct Expenses	434,620	434,616	443,311	8,691	2%	2.0%
Toll Collection Management Fees	922,657	928,257	939,148	16,491	1%	1.8%
Toll Plazas Administration Salaries	1,748,240	1,739,828	1,790,968	42,728	3%	2.4%
Toll Plazas Office Expenses	308,210	307,784	314,254	6,044	2%	2.0%
Toll Plazas Insurance and Bond	49,970	49,452	50,952	982	3%	2.0%
Toll Plazas Janitorial	323,455	319,450	325,914	2,459	2%	0.8%
Travel	14,700	7,500	14,700	-	96%	0.0%
Reimbursed Local Travel	2,950	1,850	2,950	-	59%	0.0%
Gasoline	2,150	1,650	2,150	-	30%	0.0%
Telephone Service	409,250	290,000	382,150	(27,100)	32%	-6.6%
Internet Service	104,000	45,000	72,000	(32,000)	60%	-30.8%
Postage and Delivery	1,997,500	2,089,500	2,206,000	208,500	6%	10.4%
Printing	480,500	549,900	538,500	58,000	-2%	12.1%
Service Center Printing and Mailing	66,000	66,000	72,600	6,600	10%	10.0%
Utilities	2,035,000	1,968,000	2,053,000	18,000	4%	0.9%
Lease - Buildings	56,500	50,000	56,500	-	13%	0.0%
Leases - Equipment	18,200	16,030	15,250	(2,950)	-5%	-16.2%
Records Management	1,900	1,948	2,180	280	12%	14.7%
Insurance	695,139	686,189	733,623	38,484	7%	5.5%
Repairs & Maint. - Equipment	248,300	340,675	521,300	273,000	53%	109.9%
Repairs & Maint. - Software and Hardware	613,700	470,223	626,000	12,300	33%	2.0%
Maintenance - Toll Collection Software	890,000	890,000	890,000	-	0%	0.0%
Maintenance - Toll System Replacement	511,000	570,000	930,000	419,000	63%	82.0%
Facilities Maintenance	1,661,180	1,639,087	1,640,340	(20,840)	0%	-1.3%
Repairs and Maint. - Toll Equipment	2,894,082	2,525,247	2,462,932	(431,150)	-2%	-14.9%
Repairs and Maint. - Toll Equipment Parts	390,500	390,250	405,500	15,000	4%	3.8%
Repairs & Maint. - VES Equipment	515,069	422,106	404,860	(110,209)	-4%	-21.4%
Repairs & Maint. - Vehicles	2,000	1,400	2,000	-	43%	0.0%
Promotion	1,800,000	1,800,000	2,300,000	500,000	28%	27.8%
Newsletter	3,600	3,600	3,600	-	0%	0.0%
Displays	3,500	3,500	3,500	-	0%	0.0%
Graphic Production Services	60,000	60,000	60,000	-	0%	0.0%
Promotional Items	25,000	25,000	25,000	-	0%	0.0%
Bank Fees	1,512,500	1,212,300	1,414,800	(97,700)	17%	-6.5%
Credit Card Fees	7,870,000	7,750,000	8,550,000	680,000	10%	8.6%
Security	5,610	4,820	5,061	(549)	5%	-9.8%
Miscellaneous Expense	3,650	2,450	3,650	-	49%	0.0%
Office Supplies	43,900	47,662	45,900	2,000	-4%	4.6%
Office Expense - Other	150,250	85,969	104,250	(46,000)	21%	-30.6%
Operating Supplies	39,250	37,225	46,950	7,700	26%	19.6%
Transponder Supplies	10,000	7,100	10,000	-	41%	0.0%
Software Expense	600	64,075	600	-	-99%	0.0%
Dues and Subscriptions	365,325	169,000	256,270	(109,055)	52%	-29.9%
Books and Publications	600	550	600	-	9%	0.0%

Description	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
Seminars and Conferences	4,700	3,450	5,300	600	54%	12.8%
Staff Training and Education	36,000	20,000	25,000	(11,000)	25%	-30.6%
Contingency Project(s)	10,000	7,000	14,000	4,000	100%	40.0%
Furniture	12,050	5,950	8,900	(3,150)	50%	-26.1%
Total Other:	54,087,478	53,864,054	59,404,140	5,316,662	10%	9.8%
SUBTOTAL	56,106,059	56,180,679	62,051,071	5,945,013	10%	10.6%
Interoperability Transaction Fee	7,500,000	6,200,000	6,500,000	(1,000,000)	5%	-13.3%
TOTAL	63,606,059	62,380,679	68,551,071	4,945,013	10%	7.8%
CAPITAL EXPENDITURES						
General Equipment	133,500	30,000	30,000	(103,500)	0%	-77.5%
Software	20,000	20,000	20,000	-	0%	0.0%
Total Capital Expenditures:	153,500	50,000	50,000	(103,500)	0%	-67.4%

**Central Florida Expressway Authority
Maintenance Activity - Summary**

	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
Maintenance Administration (810)	\$ 3,485,551	\$ 3,290,872	\$ 3,491,027	\$ 5,476	6%	0%
Traffic Operations (820)	5,196,276	4,758,714	5,208,257	11,981	9%	0%
Routine Maintenance (408, 414, 417, 429, 451, 453, 528)	11,255,399	10,613,551	11,467,990	212,591	8%	2%
Total Maintenance Costs	19,937,226	18,663,137	20,167,274	230,048	8%	1%

Capital Expenditures

Capital Expenditures						
Maintenance Administration (810)	60,000	59,745	62,000	2,000	4%	3%
Traffic Operations (820)	60,000	60,000	80,000	20,000	33%	33%
Total Capital Expenditures	120,000	119,745	142,000	22,000	19%	18%

**Central Florida Expressway Authority
Maintenance Activity - Total By Line Item**

Description	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,096,058	\$ 1,014,549	\$ 1,128,876	\$ 32,818	11.3%	3.0%
Social Security and Medicare	81,989	75,158	84,208	2,219	12.0%	2.7%
Retirement Contributions -FRS	90,534	82,763	95,616	5,082	15.5%	5.6%
Life and Health Insurance	267,821	213,929	281,076	13,255	31.4%	4.9%
State Assessment	2,669	2,613	2,669	0	2.1%	0.0%
Workers' Compensation	38,621	22,525	39,368	747	74.8%	1.9%
Total Salaries & Benefits	1,577,692	1,411,537	1,631,813	54,121	15.6%	3.4%
OTHER						
Consultant Fees	125,000	125,000	125,000	-	0.0%	0.0%
Maintenance Program Support	162,000	295,089	300,000	138,000	1.7%	85.2%
Maintenance Program Support - ITS	850,000	725,000	775,000	(75,000)	6.9%	-8.8%
FON Program Support	250,000	200,000	200,000	(50,000)	0.0%	-20.0%
Pavement Management System	35,000	35,000	35,000	-	0.0%	0.0%
Contract Personnel	375,959	177,880	200,000	(175,959)	12.4%	-46.8%
Florida Highway Patrol Services	1,031,364	1,031,364	1,036,459	5,095	0.5%	0.5%
Motorist Service Patrol Agreement	1,760,812	1,732,111	1,760,812	-	1.7%	0.0%
Rapid Incident Scene Clearance	50,000	50,000	50,000	-	0.0%	0.0%
Travel	9,500	8,287	9,500	-	14.6%	0.0%
Reimbursed Local Travel	1,700	1,100	1,700	-	54.5%	0.0%
Gasoline	11,200	15,413	16,000	4,800	3.8%	42.9%
Postage and Delivery	1,000	500	1,000	-	100.0%	0.0%
Utilities	140,000	140,000	145,000	5,000	3.6%	3.6%
Maintenance FON Locates	12,000	12,000	12,000	-	0.0%	0.0%
Maintenance - ITS Infrastructure	1,887,000	1,800,000	2,137,000	250,000	18.7%	13.2%
Repairs & Maint. - Fiber Optic Network	365,000	260,000	225,000	(140,000)	-13.5%	-38.4%
Repairs & Maint. - Vehicles	6,000	6,000	7,000	1,000	16.7%	16.7%
Roadway and Bridges Maintenance	6,373,540	6,443,980	6,373,540	-	-1.1%	0.0%
Landscape Maintenance Service	3,781,454	3,118,511	3,959,595	178,141	27.0%	4.7%
Bridge Inspection	342,000	434,413	342,000	-	-21.3%	0.0%
Sign Maintenance/Inspection	306,280	316,980	306,280	-	-3.4%	0.0%
Traffic Signals and Lights	164,000	136,327	164,000	-	20.3%	0.0%
Aquatics	240,625	139,590	275,075	34,450	97.1%	14.3%
Advertising and Legal Notices	1,000	500	1,000	-	100.0%	0.0%
Office Supplies	4,100	4,066	4,100	-	0.8%	0.0%
Office Expense - Other	4,500	1,339	4,500	-	236.1%	0.0%
Dues and Subscriptions	2,500	2,400	2,900	400	20.8%	16.0%
Seminars and Conferences	5,000	6,000	5,000	-	-16.7%	0.0%
Staff Training and Education	8,500	5,000	8,500	-	70.0%	0.0%
Contingency Project(s)	47,500	23,750	47,500	-	100.0%	0.0%
Furniture	5,000	4,000	5,000	-	25.0%	0.0%
Total Other:	18,359,534	17,251,600	18,535,461	175,927	7.4%	1.0%
TOTAL	19,937,226	18,663,137	20,167,274	230,048	8.1%	1.2%
CAPITAL EXPENDITURES						
General Equipment	30,255	30,000	30,000	(255)	0.0%	-0.8%
Vehicle Purchases	29,745	29,745	32,000	2,255	7.6%	-
Software	60,000	60,000	80,000	20,000	33.3%	33.3%
Total Capital Expenditures:	120,000	119,745	142,000	22,000	18.6%	18.3%

**Central Florida Expressway Authority
Administration Activity - Summary**

	2019 Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
General (610)	\$ 908,519	\$ 930,927	\$ 930,375	\$ 21,856	0%	2%
525 Magnolia (615)	25,324	64,548	24,463	(861)	-62%	-3%
Administrative Services (620)	2,108,650	2,265,754	2,201,904	93,254	-3%	4%
Engineering (623)	60,315	61,294	77,225	16,910	26%	28%
Legal (625)	752,219	775,801	805,439	53,220	4%	7%
Accounting (630)	1,599,466	1,525,818	1,655,220	55,754	8%	3%
Procurement (640)	486,381	469,748	593,141	106,760	26%	22%
Risk Management (645)	-	-	164,461	164,461		
Records Management (655)	373,469	323,866	386,415	12,946	19%	3%
Human Resources (660)	303,098	257,053	344,693	41,595	34%	14%
Supplier Diversity (665)	364,054	337,627	371,189	7,135	10%	2%
Communications (670)	759,841	709,621	770,237	10,396	9%	1%
Construction Administration (685)	61,142	56,358	64,554	3,412	15%	6%
Internal Audit (690)	564,000	564,000	564,000	-	0%	0%
Total Administration Costs	8,366,478	8,342,415	8,953,316	586,838	7%	7%

Capital Expenditures and Projects

Capital Expenditures						
General (610)	45,000	37,500	15,000	(30,000)	-60%	-67%
HR (660)	30,000	-	-	(30,000)		-100%
Communications (670)	85,000	40,000	45,000	(40,000)	13%	-47%
Construction Administration (685)	35,000	30,000	-	(35,000)	-100%	-100%
Total Capital Expenditures	195,000	107,500	60,000	(135,000)	-44%	-69%

Central Florida Expressway Authority
Administration Activity - Total By Line Item

Description	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 3,449,561	\$ 3,504,943	\$ 3,757,936	\$ 308,375	7.2%	8.9%
Social Security and Medicare	232,920	225,857	256,426	23,506	13.5%	10.1%
Retirement Contributions -FRS	470,700	498,954	529,910	59,210	6.2%	12.6%
Life and Health Insurance	781,099	703,323	873,098	91,999	24.1%	11.8%
State Assessment	8,008	6,579	8,422	414	28.0%	5.2%
Workers' Compensation	13,964	9,668	14,821	857	53.3%	6.1%
Total Salaries & Benefits	4,956,252	4,949,324	5,440,613	484,361	9.9%	9.8%
OTHER						
Professional Services	725,250	690,813	756,850	31,600	9.6%	4.4%
Legal Fees	200,000	175,000	200,000	-	14.3%	0.0%
Consultant Fees	212,993	230,778	213,250	257	-7.6%	0.1%
Auditing Fees	79,500	79,500	79,500	-	0.0%	0.0%
Contract Personnel	568,000	566,000	568,000	-	0.4%	0.0%
Travel	52,700	37,914	55,600	2,900	46.6%	5.5%
Reimbursed Local Travel	11,650	10,050	11,345	(305)	12.9%	-2.6%
Gasoline	2,150	1,211	2,150	-	77.5%	0.0%
Postage and Delivery	5,200	4,200	5,200	-	23.8%	0.0%
Printing	7,000	5,750	6,000	(1,000)	4.3%	-14.3%
CAFR	17,500	17,500	17,500	-	0.0%	0.0%
Utilities	306,000	336,000	325,000	19,000	-3.3%	6.2%
Leases - Equipment	36,500	44,000	45,000	8,500	2.3%	23.3%
Records Management	31,056	29,556	38,104	7,048	28.9%	22.7%
Insurance	155,443	135,516	148,481	(6,962)	9.6%	-4.5%
Repairs & Maint. - Equipment	10,000	5,855	10,000	-	70.8%	0.0%
Support & Maint. - Software	104,043	104,738	112,000	7,957	6.9%	7.6%
Repairs & Maint. - Software and Hardware	41,850	22,000	40,000	(1,850)	81.8%	-4.4%
Facilities Maintenance	245,500	250,250	245,500	-	-1.9%	0.0%
Repairs & Maint. - Vehicles	2,000	1,000	2,150	150	115.0%	7.5%
System Modifications Maintenance - Website	5,400	5,400	5,400	-	0.0%	0.0%
Landscape Maintenance Service	61,857	92,320	61,857	-	-33.0%	0.0%
Board Meeting Broadcasting	8,700	8,700	8,700	-	0.0%	0.0%
Photography	2,000	2,000	2,000	-	0.0%	0.0%
Graphic Production Services	10,000	10,000	10,000	-	0.0%	0.0%
Promotional Items	2,500	2,500	2,500	-	0.0%	0.0%
Advertising and Legal Notices	6,500	5,400	6,500	-	20.4%	0.0%
Bank Fees	37,000	45,350	46,350	9,350	2.2%	25.3%
Security	1,500	1,125	1,500	-	33.3%	0.0%
Special Events	37,000	36,000	35,000	(2,000)	-2.8%	-5.4%
Employee Support Services	7,000	6,500	8,000	1,000	23.1%	14.3%
Miscellaneous Expense	18,500	11,000	18,500	-	68.2%	0.0%
Office Supplies	40,750	41,350	44,150	3,400	6.8%	8.3%
Office Expense - Other	41,950	24,850	35,700	(6,250)	43.7%	-14.9%
Software Expense	2,500	2,500	2,500	-	0.0%	0.0%
Dues and Subscriptions	233,759	258,070	258,536	24,777	0.2%	10.6%
Seminars and Conferences	30,725	26,195	32,730	2,005	24.9%	6.5%
Staff Training and Education	30,050	30,050	35,050	5,000	16.6%	16.6%
Furniture	18,200	36,150	16,100	(2,100)	-55.5%	-11.5%
Total Other:	3,410,226	3,393,091	3,512,703	102,477	3.5%	3.0%
TOTAL	8,366,478	8,342,415	8,953,316	586,838	7.3%	7.0%
CAPITAL EXPENDITURES						
General Equipment	20,000	7,500	15,000	(5,000)	100.0%	-25.0%
Vehicles	60,000	60,000	-	(60,000)	-100.0%	-100.0%
Software	115,000	40,000	45,000	(70,000)	12.5%	-60.9%
Total Capital Expenditures:	195,000	107,500	60,000	(135,000)	-44.2%	-69.2%

**Central Florida Expressway Authority
Other Operating**

	2019 Annual Budget	Projected Year-end Actual	2019 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
Traffic & Engineering Consultant	\$ 461,750	\$ 683,895	\$ 496,800	\$ 35,050	-27%	8%
General Systems Consultant	400,000	300,000	400,000	-	33%	0%
General Engineering Consultant	1,592,000	1,779,041	1,845,000	253,000	4%	16%
Total Other Operating Expenses	<u>2,453,750</u>	<u>2,762,936</u>	<u>2,741,800</u>	<u>288,050</u>	<u>-1%</u>	<u>12%</u>

**Central Florida Expressway Authority
Goldenrod Road - Summary**

	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
Maintenance	\$ 127,702	\$ 122,026	\$ 127,702	\$ -	5%	0%
Operations	322,032	307,508	331,630	9,598	8%	3%
TOTAL	449,734	429,534	459,332	9,598	7%	2%
TOLL REVENUE	(2,200,000)	(1,850,000)	(2,200,000)	-	19%	0%
NET RESULT OF ACTIVITY	(1,750,266)	(1,420,466)	(1,740,668)	9,598	23%	-1%

**Central Florida Expressway Authority
Poinciana Parkway - Summary**

	2019 Annual Budget	Projected Year-end Actual	2020 Annual Budget	\$ Inc (Decr) over 2019 Budget	% Inc (Decr) over Proj. 2019 Actual	% Inc (Decr) over 2019 Budget
Maintenance	\$ -	\$ 115,000	\$ 571,500	\$ 571,500	397%	
Operations	-	126,200	263,886	263,886	109%	
TOTAL	-	241,200	835,386	835,386	246%	
TOLL REVENUE	-	(6,200,000)	(6,700,000)	(6,700,000)	8%	
NET RESULT OF ACTIVITY	-	(5,958,800)	(5,864,614)	(5,864,614)	-2%	

Central Florida Expressway Authority
Five-Year Work Plan
Category Summary

Category	Project Cost (thousand \$)							
	Fiscal Year							Total
	19/20		20/21		21/22	22/23	23/24	
	E	U	E	U	U	U	U	
Existing System Improvements	71,289	20,015	3,703	268,139	480,534	279,212	43,552	1,166,444
System Expansion Projects	711	20,454	63	35,471	122,447	337,349	321,542	838,037
Interchange Projects	88,080	3,421	100	9,135	3,362	13,494	43,912	161,504
Facilities Projects	0	1,047	0	6,638	18,775	2,695	2,282	31,437
Transportation Technology Projects	11,517	1,940	480	7,965	4,383	3,794	7,507	37,586
Information Technology Projects	17,668	15,332	4,436	9,647	8,251	1,200	1,200	57,734
Signing and Pavement Markings	424	2,820	0	13,735	766	180	180	18,105
Renewal and Replacement Projects	31,580	19,460	0	70,497	45,073	12,229	24,048	202,887
Landscape Projects	0	769	0	787	1,413	799	794	4,562
SUB TOTALS	221,269	85,258	8,782	422,014	685,004	650,952	445,017	
TOTALS	306,527		430,796		685,004	650,952	445,017	2,518,296
Non-System Projects	0	601	0	3,151	1,368	0	547	5,667
GRAND TOTALS	307,128		433,947		686,372	650,952	445,564	2,523,963

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary (Page 1 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
1	408-128	SR 408 Widening from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Add Lanes, Mill & Resurface	9,195	0	0	0	0	0	0	9,195	CF	Construction
2	-	SR 408 Operational Improvements (Potential)	Tampa Avenue	Orange Blossom Trail	-	Operational Improvements	0	1,378	0	1,388	23,756	12,718	0	39,240	SP	Design & Construction
3	-	SR 408 Eastbound - Operational Improvements	Kirkman Road	I-4	4.4	Operational Improvements	0	0	0	161	3,374	4,492	13,958	21,985	SP	Study, Design, & Partial Construction
4	-	SR 408 Westbound - Operational Improvements	I-4	SR 417	5.7	Operational Improvements	0	0	0	158	3,240	6,460	3,240	13,098	SP	Study & Design
5	417-134	SR 417 Widening from Econ Trail to County Line	Econlockhatchee Trail	County Line	2.3	Add Lanes, Mill & Resurface	22,220	0	0	0	0	0	0	22,220	CF	Construction
6	417-141	SR 417 Widening from International Drive to John Young Parkway	International Drive	John Young Parkway	4.1	Add Lanes, Mill & Resurface	4,100	10	0	46,860	47,280	0	0	98,250	CF	Design & Construction
7	417-142	SR 417 Widening from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.7	Add Lanes, Mill & Resurface	4,400	5	0	38,435	51,240	25,620	0	119,700	CF	Design & Construction
8	417-149	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	Landstar Boulevard	Boggy Creek Road	3.7	Add Lanes, Mill & Resurface	4,300	5	0	30,575	40,760	10,190	0	85,830	CF	Design & Construction
9	417-151	SR 417 Widening from Boggy Creek Road to Narcoossee Road	Boggy Creek Road	Narcoossee Road	4.5	Add Lanes, Mill & Resurface	4,320	0	1,080	10,122	40,448	20,224	0	76,194	CF	Design & Construction
10	417-150	SR 417 Widening from Narcoossee Road to SR 528	Narcoossee Road	SR 528	4.7	Add Lanes, Mill & Resurface	5,800	0	0	25,278	50,536	37,902	0	119,516	CF	Design & Construction
11	-	SR 429 / Florida's Turnpike Interchange	-	-	-	Interchange Improvements	0	0	0	0	0	0	10,000	10,000	SP	Agency Partnership
12	429-154	SR 429 Widening from Tilden Road to Florida's Turnpike	Tilden Road	Florida's Turnpike	3.5	Add Lanes, Mill & Resurface	2,484	0	1,656	10	36,424	18,212	0	58,786	CF	Design & Construction
13	429-152	SR 429 Widening from Florida's Turnpike to West Road	Florida's Turnpike	West Road	6.1	Add Lanes, Mill & Resurface	6,100	0	0	29,782	59,544	60,174	0	155,600	CF	Design & Construction
14	429-153	SR 429 Widening from West Road to SR 414	West Road	SR 414	3.4	Add Lanes, Mill & Resurface	4,700	0	0	18,472	36,924	19,302	0	79,398	CF	Design & Construction
15	528-143	SR 528 Widening - SR 436 to Goldenrod Rd.	SR 436	Goldenrod Road	1.4	Ramps, Add Lanes, Mill & Resurface	2,400	12,080	0	48,280	48,280	12,070	0	123,110	CF	Design & Construction
Encumbered Total							70,019		2,736							
Unencumbered Total								13,478		249,521	441,806	227,364	27,198			
SUB-TOTALS (Page 1)							83,497		252,257	441,806	227,364	27,198				

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.

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Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary (Page 2 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
16	-	SR 528 Widening from Narcoossee Road to SR 417	Narcoossee Road	SR 417	1.8	Add Lanes, Mill & Resurface	0	1,299	0	6,048	16,815	0	0	24,162	SP	Design & Construction
17	-	SR 528 Widening from SR 417 to Innovation Way	SR 417	Innovation Way	3.2	Add Lanes, Mill & Resurface	0	0	0	2,980	8,835	32,320	8,500	52,635	SP	Design & Construction
18	-	SR 408 Landscaping from Good Homes to East of Hiawassee	Good Homes Road	East of Hiawassee Road	1.8	Landscaping	0	594	0	24	24	0	0	642	SP	Bidding, Installation & Maintenance
19	-	SR 408 Landscaping from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Landscaping	0	1,063	0	1,016	80	20	0	2,179	SP	Design, Installation & Maintenance
20	-	SR 417 Landscaping from Econ Trail to County Line	Econlockhatchee Trail	County Line	2.3	Landscaping	0	119	0	1,151	48	36	0	1,354	SP	Design, Installation & Maintenance
21	-	SR 417 Landscaping from International Drive to John Young Parkway	International Drive	John Young Parkway	4.1	Landscaping	0	0	0	0	226	2,202	88	2,516	SP	Design, Installation & Partial Maintenance
22	-	SR 417 Landscaping from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.7	Landscaping	0	0	0	0	320	3,210	136	3,666	SP	Design, Installation & Partial Maintenance
23	-	SR 417 Landscaping from Landstar Boulevard to Boggy Creek Road	Landstar Boulevard	Boggy Creek Road	3.7	Landscaping	0	0	0	0	193	1,897	80	2,170	SP	Design, Installation & Partial Maintenance
24	-	SR 417 Landscaping from Boggy Creek Road to Narcoossee Road	Boggy Creek Road	Narcoossee Road	4.5	Landscaping	0	0	0	0	162	1,646	68	1,876	SP	Design, Installation & Partial Maintenance
25	-	SR 417 Landscaping from Narcoossee Road to SR 528	Narcoossee Road	SR 528	4.7	Landscaping	0	0	0	0	132	1,461	1,400	2,993	SP	Design, Installation & Partial Maintenance
26	-	SR 429 Landscaping from Tilden Road to Florida's Turnpike	Tilden Road	Florida's Turnpike	3.5	Landscaping	0	0	0	0	124	1,248	52	1,424	SP	Design, Installation & Partial Maintenance
27	-	SR 429 Landscaping from Florida's Turnpike to West Road	Florida's Turnpike	West Road	6.1	Landscaping	0	0	0	0	0	358	3,548	3,906	SP	Design, Installation & Partial Maintenance
28	-	SR 429 Landscaping from West Road to SR 414	West Road	SR 414	3.4	Landscaping	0	0	0	0	170	1,714	72	1,956	SP	Design, Installation & Partial Maintenance
29	-	SR 429 Buffer Planting from Binion Road to US 441	Binion Road	US 441	2.8	Landscaping	0	83	0	775	32	24	0	914	SP	Design, Installation & Maintenance
30	-	SR 528 Landscaping - SR 436 to Goldenrod Rd.	SR 436	Goldenrod Road	1.4	Landscaping	0	0	0	0	287	2,850	116	3,253	SP	Design, Installation & Partial Maintenance
Encumbered Total							0		0							
Unencumbered Total								3,158		11,994	27,448	48,986	14,060			
SUB-TOTALS (Page 2)							3,158		11,994	27,448	48,986	14,060				

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.
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Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary (Page 3 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
31	-	SR 528 Landscaping from Narcoossee Road to SR 417	Narcoossee Road	SR 417	1.8	Landscaping	0	0	0	25	542	20	20	607	SP	Design, Installation & Maintenance
32	-	SR 528 Landscaping from SR 417 to Innovation Way	SR 417	Innovation Way	3.2	Landscaping	0	0	0	0	0	115	1,118	1,233	SP	Design, Installation & Partial Maintenance
33	528-915	Owner's Authorized Rep. for the Brightline Const. along SR 528	OIA	SR 520	-	Roadway Construction CEI	825	0	967	0	967	242	0	3,001	CF	Construction Liaison
34	599-156	SR 408 WB Exit Ramp Intersection Improvements with Old Winter Garden Rd.	-	-	-	Minor Roadway Projects - Signalization	140	0	0	0	0	0	0	140	CF	Construction
35	408-159	SR 408 EB Mills Avenue Exit Ramp Improvements	-	-	-	Minor Roadway Projects	300	10	0	1,042	0	0	0	1,352	CF	Design & Construction
36	429-158	SR 429 New Independence Parkway Improvements	-	-	-	Minor Roadway Projects	5	2,242	0	0	0	0	0	2,247	CF	Construction
37	-	Systemwide Safety and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	45	0	473	301	176	176	1,171	SP	Design & Construction
38	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	20	0	155	155	150	90	570	SP	Design & Construction
39	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	100	0	687	155	150	90	1,182	SP	Design & Construction
40	-	SR 528 / SR 520 Interchange Lighting	-	-	-	Lighting Replacement	0	312	0	2,314	0	0	0	2,626	SP	Design & Construction
41	-	SR 429 Lighting from Seidel to Tilden	Seidel Road	Tilden Road	-	Lighting Replacement	0	0	0	786	5,937	0	0	6,723	SP	Design & Construction
42	-	SR 528 / Dallas Boulevard Lighting	-	-	-	Lighting Replacement	0	0	0	472	2,418	1,204	0	4,094	SP	Design & Construction
43	599-137	Systemwide Lighting	-	-	-	Lighting Rehabilitation	0	0	0	20	155	155	150	480	CF	Design & Construction
44	-	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	300	0	300	300	300	300	1,500	SP	Multimodal/Intermodal Study
45	599-157	Construction Safety Campaign	-	-	-	Safety Project	0	350	0	350	350	350	350	1,750	SP	Communications
Encumbered Total							1,270		967							
Unencumbered Total								3,379		6,624	11,280	2,862	2,294			
SUB-TOTALS (Page 3)							4,649		7,591	11,280	2,862	2,294				
TOTALS							91,304		271,842	480,534	279,212	43,552				

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.
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Central Florida Expressway Authority
Five-Year Work Plan
System Expansion Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *						Total	Fund Source	Project Phases Funded	
			From	To	Length (miles)	Work Description	19/20		20/21		21/22	22/23				23/24
							E	U	E	U	U	U				U
46	599-225	Lake / Orange County Connector Feasibility/PD&E Study	US 27	SR 429	-	New Expressway	325	0	0	0	0	0	0	325	SP	PD&E
47	599-228	Osceola Parkway Extension - Cyrils Dr. to Nova Rd. (CR 532) PD&E Study	Cyrils	Nova	-	New Expressway	5	729	0	486	0	0	0	1,220	SP	PD&E
48	-	Poinciana Parkway Extension PD&E Study - Segment 2 (Potential)	CR 532	I-4	-	New Expressway	0	306	0	612	612	306	0	1,836	SP	PD&E
49	-	SR 414 Direct Connection PD&E Study	US 441	SR 434	-	New Expressway	0	612	0	918	0	0	0	1,530	SP	PD&E Study
50	-	Osceola-Brevard County Connector Study	-	-	-	New Expressway	10	612	0	918	0	0	0	1,540	SP	Concept, Feasibility & Mobility Study
51	-	Future Corridor Planning Studies (Potential)	-	-	-	New Expressway	0	1,000	0	2,000	2,000	2,000	2,000	9,000	SP	Planning Studies
52	-	Future Expansion Projects (Potential)	-	-	-	New Expressway	0	15,000	0	30,000	119,207	334,080	319,068	817,355	SP	Design, Right-of-Way, & Construction
53	-	2045 Master Plan	-	-	-	Master Plan	0	205	0	410	0	0	0	615	SP	Planning
54	429-825	Wekiva Parkway (206) Landscape	Coronado Somerset Dr.	SR 46	-	Landscaping	32	0	3	0	0	0	0	35	CF	Partial Maintenance
55	429-824	Wekiva Parkway (202 & 203) Landscape	US 441	Kelly Park Road	-	Landscaping	24	0	0	0	0	0	0	24	CF	Maintenance
56	429-826	Wekiva Parkway (205) Landscape	Plymouth Sorrento Rd.	South of Orange/Lake County Line	-	Landscaping	315	0	60	0	15	0	0	390	CF	Partial Installation & Maintenance
57	429-827	Wekiva Parkway / SR 453 Interchange (204) Landscape	South of Ondich Rd.	Plymouth Sorrento Rd.	-	Landscaping	0	1,990	0	80	40	0	0	2,110	CF	Installation & Maintenance
58	429-828	Wekiva Parkway (203) Kelly Park Rd. Interchange Landscape	Kelly Park Rd. Interchange	-	-	Landscaping	0	0	0	47	532	505	40	1,124	SP	Design, Installation & Partial Maintenance
59	-	SR 453 Buffer Plantings	SR 429	SR 46	-	Landscaping	0	0	0	0	41	458	434	933	SP	Design, Installation & Partial Maintenance
Encumbered Total							711		63							
Unencumbered Total								20,454		35,471	122,447	337,349	321,542			
TOTALS							21,165		35,534	122,447	337,349	321,542				

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.

In general, all other costs escalated at an average of 2.7% per year.

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U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Interchange Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
60	408-253G	SR 408/SR 417 Interchange (Phase II) Design-Build	SR 408/SR 417	Lake Underhill Road	-	Ramps, Mill & Resurface	7,728	0	0	0	0	0	0	7,728	CF	Construction
61	408-312	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	80,100	0	100	0	0	0	0	80,200	CF	Contribution, Corridor Consultant, & Const. Liaison
62	429-316A	SR 429 / Stoneybrook West Parkway Interchange	-	-	-	Interchange Design	189	3,229	0	7,278	0	0	0	10,696	CF	Design & Construction
63	-	SR 528 - Dallas Boulevard Interchange	East of Econ River Bridge	East of Dallas Blvd.	-	Interchange Reconstruction	0	0	0	5	3,110	11,762	43,708	58,585	SP	Design & Construction
64	-	SR 408 Widening Project - SR 417 / SR 408 Centerpiece Interchange	SR 408/SR 417	Lake Underhill Road	-	Landscaping	0	192	0	1,852	76	38	0	2,158	SP	Design, Installation & Maintenance
65	417-301D	SR 417 / Boggy Creek Road Interchange (Phase III) Landscaping	-	-	-	Landscaping	63	0	0	0	0	0	0	63	CF	Partial Maintenance
66	-	SR 528 / Innovation Way Landscaping	-	-	-	Landscaping	0	0	0	0	176	1,694	72	1,942	SP	Design, Installation & Partial Maintenance
67	-	SR 528 - Dallas Boulevard Interchange Landscaping	East of Econ River Bridge	East of Dallas Blvd.	-	Landscaping	0	0	0	0	0	0	132	132	SP	Design
Encumbered Total							88,080		100							
Unencumbered Total								3,421		9,135	3,362	13,494	43,912			
TOTALS							91,501		9,235		3,362	13,494	43,912			

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Facilities Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
68	-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	100	0	100	100	100	100	500	SP	Design & Construction
69	-	CFX Parking Lot Expansion	-	-	-	Parking Lot	0	110	0	579	0	0	0	689	SP	Design & Construction
70	-	Miscellaneous CFX Headquarters Improvements	-	-	-	Miscellaneous Projects	0	25	0	315	315	315	315	1,285	SP	Design & Construction
71	-	E-PASS Service Center Relocations and Buildout	-	-	-	Building Renovation for Walk-Up Center	0	308	0	658	0	0	0	966	SP	Design & Construction
72	599-416A	CFX East District Facility Utilities	-	-	-	District Facility	0	173	0	143	0	0	0	316	CF	Design & Construction
73	599-416A	CFX East District Facility	-	-	-	District Facility	0	0	0	3,196	6,372	0	0	9,568	CF	Construction
74	599-415A	CFX West District Facility	-	-	-	District Facility	0	0	0	382	10,689	0	0	11,071	SP	Design & Construction
75	599-419	Systemwide Air Conditioner Unit Replacement 408 / 429 / 414	-	-	-	Air Conditioner Replacements	0	41	0	296	0	0	0	337	CF	Design & Construction
76	-	CFX HQ Sustainability Program	-	-	-	HQ Building Power Improvements	0	202	0	193	54	248	0	697	SP	Design & Construction
77	-	Coral Hills and John Young Toll Plazas - PVs	-	-	-	Building Power Improvements	0	88	0	668	329	0	0	1,085	SP	Design & Construction
78	-	Independence Toll Plaza - PVs	-	-	-	Building Power Improvements	0	0	0	48	296	190	0	534	SP	Design & Construction
79	-	Forest Lake and University Toll Plazas - PVs	-	-	-	Building Power Improvements	0	0	0	60	404	264	0	728	SP	Design & Construction
80	-	Hiawassee Toll Plaza, Data Center and Conway West Toll Plaza - PVs	-	-	-	Building Power Improvements	0	0	0	0	216	1,448	993	2,657	SP	Design & Construction
81	-	Pine Hills and Boggy Creek Toll Plaza - PVs	-	-	-	Building Power Improvements	0	0	0	0	0	130	874	1,004	SP	Design & Partial Construction
Encumbered Total							0		0							
Unencumbered Total								1,047		6,638	18,775	2,695	2,282			
TOTALS							1,047		6,638		18,775	2,695	2,282			

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.

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Central Florida Expressway Authority
Five-Year Work Plan

Transportation Technology Projects Summary (Page 1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
82	408-509	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	100	0	50	50	50	50	300	SP	Utility Adjustments
83	599-536	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	180	180	900	CF	Partnership Contributions
84	599-524	ITS Network Upgrade Phase II	-	-	-	Re-splice Network Physical Architecture	3,370	0	0	0	0	0	0	3,370	CF	Design & Installation
85	599-547	SR 429 & SR 453 CCTV Deployment - Wekiva Parkway Sections 2A, 2B & 2C	-	-	-	CCTV Cameras	860	0	0	0	0	0	0	860	CF	Installation
86	-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	10	0	909	455	0	0	1,374	SP	Implementation
87	599-537	Supplemental DCS and CCTV Deployment	-	-	-	Deploy DCS and CCTV Cameras	6,780	0	480	0	0	0	0	7,260	CF	Installation
88	599-526	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures	0	160	0	2,327	999	532	0	4,018	CF	Design & Construction
89	-	Security Cameras - Plazas, Ramps, and Service Centers	-	-	-	Security Cameras	0	214	0	308	0	0	0	522	SP	Design & Construction
90	599-541	Dynamic Curve Warning System (DCWS) Pilot	-	-	-	Warning Devices at Interchange Ramps	450	0	0	0	0	0	0	450	SP	Construction
91	599-545	Three-Line DMS Upgrade Program	-	-	-	New Full-Color DMS roadway signs	0	558	0	3,356	2,289	2,334	4,812	13,349	SP	Design & Construction
Encumbered Total							11,460		480							
Unencumbered Total								1,222		7,130	3,973	3,096	5,042			
SUB-TOTALS (Page 1)							12,682		7,610		3,973	3,096	5,042			

* Construction costs escalated at 2.6% for FY 2020, 2.6% for FY 2021, 2.7% for FY 2022, 2.8% for FY 2023, and 2.9% for FY 2024. In general, all other costs escalated at an average of 2.7% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Transportation Technology Projects Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
92	599-542	Field Ethernet Switch Replacement	-	-	-	IT Network switches	0	152	0	156	160	165	0	633	SP	Implementation
93	-	Transportation Technology Master Plan	-	-	-	Connected Vehicle Pilot Concept	0	203	0	0	0	0	0	203	SP	Concept
94	599-538	Connected Vehicle Pilot Project	-	-	-	Pilot Project	0	61	0	351	176	0	0	588	SP	Design and Installation
95	-	Connected Vehicle Technology Deployment	-	-	-	Deployment of Connected Vehicle Technology	0	0	0	0	0	143	2,465	2,608	SP	Design and Implementation
96	599-550	Terminal Server Replacement	-	-	-	Replacement of Digi Terminal Servers	57	0	0	0	0	0	0	57	CF	Installation
97	-	Remote Power Managers Replacement	-	-	-	Replacement of Minuteman Remote Power Managers	0	51	0	0	0	0	0	51	SP	Installation
98	599-528	MG2 Lower Arm Replacement	-	-	-	Replacement of Lowering Arms for HD Cameras	0	101	0	104	0	0	0	205	SP	Installation
99	-	Video Wall Controller	-	-	-	Replacement of Video Wall Controller	0	0	0	74	74	0	0	148	SP	Installation
100	-	Extreme Networks Switch Replacement	-	-	-	Replacement of Extreme Networks Switches	0	0	0	0	0	390	0	390	SP	Installation
101	599-528	Traffic Management CCTV Upgrade	-	-	-	Equipment Cameras	0	150	0	150	0	0	0	300	CF	Implementation
Encumbered Total							57		0							
Unencumbered Total								718		835	410	698	2,465			
SUB-TOTALS (Page 2)							775		835	410	698	2,465				
TOTALS							13,457		8,445	4,383	3,794	7,507				

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Central Florida Expressway Authority
Five-Year Work Plan
Information Technology Projects Summary

Page	Project Number	Project Description	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
100	599-902	Toll Collection System Upgrade	-	-	-	Hardware & Software	17,668	0	4,436	0	3,569	0	0	25,673	CF	Implementation & Testing
101	599-533	IT Infrastructure Upgrade	-	-	-	Hardware & Software	0	1,200	0	1,200	1,200	1,200	1,200	6,000	SP	Design & Implementation
102	599-532	CFX Operations Software Update	-	-	-	Hardware & Software	0	9,202	0	6,958	3,482	0	0	19,642	SP	Design & Implementation
103	599-531	Software Development	-	-	-	Software	0	352	0	0	0	0	0	352	SP	Design & Implementation
104	-	Financial / Accounting Software Replacement	-	-	-	Software	0	809	0	0	0	0	0	809	SP	Design
105	-	E-PASS Parking Initiatives	-	-	-	E-PASS at Offsite Garages	0	1,018	0	1,051	0	0	0	2,069	SP	Design and Implementation
106	-	Third-Party Toll Technology	-	-	-	Software Testing	0	500	0	0	0	0	0	500	SP	Support Services
107	-	Toll Plaza Security Cameras	-	-	-	Hardware & Software	0	2,251	0	438	0	0	0	2,689	SP	Implementation and Testing
Encumbered Total							17,668		4,436							
Unencumbered Total								15,332		9,647	8,251	1,200	1,200			
TOTALS							33,000		14,083		8,251	1,200	1,200			

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Central Florida Expressway Authority
Five-Year Work Plan
Signing and Pavement Markings Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
108	429-631	SR 429/CR 437A Int. SB Merge Signage	-	-	-	Signing	258	0	0	0	0	0	258	CF	Partial Construction	
109	408-628B	SR 408 Guide Sign Replacement East of I-4	I-4	SR 417	-	Signing	166	2,117	0	4,214	0	0	6,497	CF	Design & Construction	
110	-	SR 417/528 Interchange Guide Sign Replacement	-	-	-	Signing	0	92	0	1,182	586	0	1,860	SP	Partial Design & Construction	
111	-	SR 414 Guide Sign Replacement	-	-	-	Signing	0	431	0	8,159	0	0	8,590	SP	Design & Construction	
112	-	Systemwide Miscellaneous Signing and Pavement Markings	-	-	-	Signing & Pavement Markings	0	180	0	180	180	180	900	SP	Design & Construction	
Encumbered Total							424		0							
Unencumbered Total								2,820		13,735	766	180	180			
TOTALS							3,244		13,735	766	180	180				

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Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 1 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
113	-	SR 408 Resurfacing	Yucatan Drive	SR 417	2.6	Mill & Resurface	0	339	0	4,675	8,652	0	0	13,666	RR	Design & Construction
114	-	SR 408 Resurfacing	East of Woodbury Rd.	North of SR 50 (East)	1.3	Mill & Resurface	0	0	0	223	4,191	0	0	4,414	RR	Design & Construction
115	414-754	SR 414 Resurfacing	West of SR 451	West of Keene Rd.	3.8	Mill & Resurface	405	5,183	0	10,346	0	0	0	15,934	RR	Design & Construction
116	414-755	SR 414 Resurfacing	West of Keene Rd.	US 441 (East)	3.1	Mill & Resurface	272	3,459	0	6,898	0	0	0	10,629	RR	Design & Construction
117	-	SR 417 Resurfacing	SR 528	Curry Ford Rd.	2.6	Mill & Resurface	0	766	0	9,778	4,884	0	0	15,428	RR	Design & Construction
118	-	SR 417 Resurfacing	Curry Ford Rd.	SR 408	2.6	Mill & Resurface	0	0	0	0	0	0	340	340	RR	Design
119	-	SR 417 Resurfacing	SR 408	Canal E-4 Bridge	2.1	Mill & Resurface	0	490	0	9,388	0	0	0	9,878	RR	Design & Construction
120	417-751	SR 417 Bridge over SR 528 Preservation	-	-	-	Bridge Repair	75	3,389	0	3,379	0	0	0	6,843	RR	Design & Construction
121	-	SR 429/414 Resurfacing	SR 414	US 441	3.0	Mill & Resurface	0	0	0	0	0	764	14,652	15,416	RR	Design & Construction
122	-	SR 451 Resurfacing	North of CR 437A Ramps	US 441	1.7	Mill & Resurface	0	0	0	252	4,824	0	0	5,076	RR	Design & Construction
123	528-747	SR 528 Resurfacing	SR 417	Innovation Way	5.8	Mill & Resurface	12,773	0	0	0	0	0	0	12,773	RR	Construction
124	528-749	SR 528 Resurfacing	Innovation Way	East of Dallas Blvd.	6.7	Mill & Resurface	8,965	0	0	0	0	0	0	8,965	RR	Construction
125	528-750	SR 528 Resurfacing	East of Dallas Blvd.	SR 520	7.6	Mill & Resurface	8,965	0	0	0	0	0	0	8,965	RR	Construction
126	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	40	0	600	600	600	600	2,440	RR	Design & Construction
Encumbered Total							31,455		0							
Unencumbered Total								13,666		45,539	23,151	1,364	15,592			
SUB-TOTALS (Page 1)							45,121		45,539	23,151	1,364	15,592				

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Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 2 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
127	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	60	0	310	310	310	310	1,300	RR	Design & Construction
128	-	SR 528 Farm Access Road 1 Bridge Replacement	Farm Access Road 1	-	-	Bridge Replacements	0	1,128	0	5,482	10,944	0	0	17,554	RR	Design & Construction
129	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	52	0	429	429	392	243	1,545	RR	Design & Construction
130	599-756	Systemwide Coatings SR 408 I-4 to Chickasaw	I-4	Chickasaw Trail	-	Painting & Inspections	125	2,310	0	4,600	0	0	0	7,035	RR	Design & Construction
131	-	Systemwide Coatings Bridges	-	-	-	Painting & Inspections	0	128	0	2,497	4,718	0	0	7,343	RR	Design & Construction
132	-	Systemwide Coatings Ramp Plaza Butterfly Structures	-	-	-	Painting & Inspections	0	46	0	423	0	0	0	469	RR	Design & Construction
133	-	Systemwide Coatings	-	-	-	Painting & Inspections	0	150	0	4,490	160	4,630	4,490	13,920	RR	Design & Construction
134	-	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	275	0	275	275	275	275	1,375	RR	Construction
135	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Structural	0	17	0	110	110	110	110	457	RR	Design & Construction
136	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM & Striping	0	25	0	135	180	185	140	665	RR	Design & Construction
137	-	Systemwide Trailblazer Upgrades	-	-	-	Signing	0	620	0	615	1,085	620	615	3,555	RR	Design & Construction
138	-	Systemwide Signing Replacement Projects	-	-	-	Signing	0	207	0	2,525	212	2,621	951	6,516	RR	Design & Construction
139	-	Systemwide Traffic Signal Replacement Projects	-	-	-	Signalization	0	580	0	580	580	580	580	2,900	RR	Design & Construction
Encumbered Total							125		0							
Unencumbered Total								5,598		22,471	19,003	9,723	7,714			
SUB-TOTALS (Page 2)							5,723		22,471	19,003	9,723	7,714				

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Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 3 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
139	-	Systemwide Generator Replacement (SR 417 / 408 / 429 / 528)	-	-	-	Generator Replacement	0	15	0	835	1,620	0	0	2,470	RR	Design & Construction
140	-	SR 429 Plazas - Generator Replacement	-	-	-	Generator Replacement	0	0	0	37	603	0	0	640	RR	Design & Construction
141	-	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	0	0	0	16	346	26	388	RR	Design & Construction
142	-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	0	0	0	28	144	64	236	RR	Design & Construction
143	-	SR 408 Ramp Plazas Roof Replacements	-	-	-	Roof Replacements	0	40	0	694	0	0	0	734	RR	Design & Construction
144	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	0	0	540	540	540	540	2,160	RR	Design & Construction
145	-	Systemwide Uninterrupted Power Supply (UPS) Replacements	-	-	-	UPS Replacements	0	112	0	112	112	112	112	560	RR	Installation
146	-	Systemwide Dumb Waiter Replacement	-	-	-	Dumb Waiters	0	29	0	269	0	0	0	298	RR	Design & Construction
Encumbered Total							0		0							
Unencumbered Total								196		2,487	2,919	1,142	742			
SUB-TOTALS (Page 3)							196		2,487	2,919	1,142	742				
TOTALS							51,040		70,497	45,073	12,229	24,048				

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Central Florida Expressway Authority
Five-Year Work Plan
Landscape Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24
							E	U	E	U	U				U	U
147	-	Systemwide Discretionary Landscape Projects	-	-	-	Landscaping	0	769	0	787	1,413	799	794	4,562	SP	Design & Construction
						Encumbered Total	0		0							
						Unencumbered Total		769		787	1,413	799	794			
						TOTALS	769		787	1,413	799	794				

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Central Florida Expressway Authority
Five-Year Work Plan
Non-System Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Total	Fund Source	Project Phases Funded			
			From	To	Length (miles)	Work Description	19/20		20/21		21/22				22/23	23/24	
							E	U	E	U	U				U	U	
151	-	SR 538 Right-of-Way Re-Establishment	Ronald Reagan	Cypress Parkway	-	Right-of-Way Mapping	0	304	0	0	0	0	0	304	NSP	Right-of-Way Mapping	
152	-	SR 538 Signing & Pavement Markings	Ronald Reagan	Cypress Parkway	-	Signing & Pavement Markings	0	32	0	405	0	0	0	437	NSP	Design & Construction	
153	-	SR 538 Lighting	Ronald Reagan	Cypress Parkway	-	Lighting	0	214	0	2,746	1,368	0	0	4,328	NSP	Design & Construction	
154	-	SR 538 Milling and Resurfacing	Ronald Reagan	Cypress Parkway	-	Milling and Resurfacing	0	0	0	0	0	0	547	547	NSP	Design	
155	-	SR 538 Safety Enhancements	Ronald Reagan	Cypress Parkway	-	Safety Enhancements	0	51	0	0	0	0	0	51	NSP	Concept Study	
Encumbered Total							0		0								
Unencumbered Total								601		3,151	1,368	0	547				
TOTALS							601		3,151	1,368	0	547					

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F. 8.

There are no backup materials for this item.

A video will be played at the board meeting.